City Commission Regular Meeting
Tuesday, April 22, 2025 at 6:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Declaring April as Fair Housing Month.

4.B Presentation: New Smyrna Beach Pickleball Club for Paige Park Pickleball Courts Project

4.C Presentation: Teresa Pope the Executive Director of the Housing Authority will provide a board report for the Housing Authority.

4.D Presentation: Ben Bartlett will present an overview of the County of Volusia's stormwater efforts.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

Citizens are provided the opportunity to address the City Commission on matters pertinent to the city, for up to three minutes.

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission minutes from the regular meeting held on Tuesday, April 8, 2025.

7.B Resolution No. 09-25: Consider the adoption of a Resolution, which if adopted, would approve a FDOT Grant Amendment for the construction of a new Airport Administrative Building.

7.C Resolution No. 10-25: Consider the adoption of a resolution, which if adopted, would approve applying for a F.I.N.D (Florida Inland Navigation District) Grant for the design of Phase III of the North Causeway Marina & Amenities Project.

7.D Resolution No. 11-25: Consider the adoption of a Resolution, which if adopted, would extend the terms for the Turnbull Creek Land Preservation Committee to August 1, 2027.

7.E Consider the approval of a ground lease addendum between Volusia County Mosquito Control and the City of New Smyrna Beach.

7.F Consider the approval of a one-year extension of the agreement between the New Smyrna Beach Tennis Center and the City.

7.G Consider Approval of piggyback agreement with Top Line for replacement of shades at 27th Ave Park and Manatee Playground.

7.H Consider the approval of a Piggyback Agreement with Howco Environmental Services for removal of asphalt tac rail car.

7.I Consider the approval of a bid for Janitorial Services

7.J Consider the approval for Kimley-Horn and Associates, Inc. to provide

Continuing Professional Planning Consultant Services for a US 1 Community Redevelopment Agency (CRA) Master Plan Update.

7.K Consider the approval of a lease for the Riverside parking area with the Florida Department of Transportation (FDOT).

7.L Consider the approval of prohibiting overnight parking on the corner of South Indian River Road and Ocean Avenue pursuant to Section 70-162.

7.M Consider the approval of the of an addendum to the Agreement for Service between the Edgewater Animal Shelter, Inc. and the City of New Smyrna Beach to include domesticated cats.

7.N Special Event: Consider the approval of the Casey's NSB/La Terraza/Boston Fish House Mid-Town Rest Stop Event, to be held on Saturday June 21, 2025.

7.O Special Event: Consider the approval of the Oceans of Hope Adaptive Surf Series, to be held on the following Saturday's: May 17, June 21, July 19, August 16 and September 13, 2025.

7.P Special Event: Consider the approval of the Casey's NSB Cinco de Mayo Party, to be held on Monday May 5, 2025.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 15-25: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would repeal and replace Section 604.04 Landscaping Requirements and 604.051 Tree Preservation of the Land Development Regulation.

10.B Ordinance No. 17-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 9.13 + acres of land located at 2061 Paige Avenue.

10.C Ordinance No. 18-25: Conduct a Second Reading and Public Hearing, which if adopted, would generate a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Medium Density Residential for property located at 2061 Paige Avenue as part of an overall annexation application.

10.D Ordinance No. 19-25: Conduct a Second Reading and Public Hearing, which if adopted, would rezone approximately 9.13 + acres of land to City R-2, Single-Family Residential with an "A" attached for Airport Height Notification Zone for property located at 2061 Paige Avenue as part of an overall annexation application.

10.E Ordinance No. 21-25: Conduct a First Public Hearing of an ordinance, if adopted at a Second Public Hearing would amend Land Development Regulation, Section 504.02, to remove the homestead requirement for Wedding Venues and add fire safety requirements pursuant to agritourism in the A-2, Agriculture Zoning District.

11. ORDINANCES - FIRST READING

11.A Ordinance No. 20-25: Conduct the First Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to Wal-Rose Inc.

11.B Ordinance No. 51 -24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would rezone approximately 1,618 acres of land located south of State Road 44 and west of I-95, known as the Deering Park Innovation Center (DPIC), to Planned Unit Development (PUD) from the current zoning classifications of A-1 Prime Agriculture, Forestry Resource (FR), and Conservation (C)

12. BOARDS AND COMMISSIONS

12.A Housing Authority - Appointment: Consider the appointment of one (1) citizen to serve an unfilled four-year term, expiring on August 31, 2027.

12.B Code Compliance Board: Consider the appointment of one (1) citizen to serve a three-year term, ending on March 3, 2028.

12.C Board Notice: The Personnel Board has five (5) seats available for reappointment which are set to expire on May 1, 2025.

13. MAYOR AND COMMISSION REPORTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15.A Proposed Legislative Bill Summaries, weeks six and seven of Florida's legislative session.

16. ADJOURNMENT

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

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

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

PROCLAMATION: DECLARING APRIL AS FAIR HOUSING MONTH.

April 22, 2025

Background:
Fair Housing Month.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Fair Housing Month.pdf

City of New Smyrna Beach
Proclamation
Recognizing
Fair Housing Month

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of New Smyrna Beach is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and our social fabric, economy, health, and environment are all strengthened through the development of diverse and inclusive communities; and

WHEREAS, more than fifty years after the passage of the Fair Housing Act, housing discrimination still persists, and many communities remain segregated; and acts of housing discrimination and barriers to equal housing opportunity are repugnant to our shared values of decency, fairness, and justice;

NOW, THEREFORE, I Fred E. Cleveland, Mayor, on behalf of the City of New Smyrna Beach does hereby proclaim the month of **April 2025** as

Fair Housing Month

in the City of New Smyrna Beach, and reaffirms its commitment to fair housing practices, promoting equal housing opportunity for all residents, and encouraging both public and private entities to uphold the principles of equity, inclusion, and fairness in housing.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this 22nd day of April, 2025.

ATTEST:

FRED E. CLEVELAND
MAYOR

SHARON TAYLOR-HARDING
INTERIM CITY CLERK

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

PRESENTATION: NEW SMYRNA BEACH PICKLEBALL CLUB FOR PAIGE PARK PICKLEBALL COURTS PROJECT

April 22, 2025

Background:

The New Smyrna Beach Pickleball is donating $15,000 to the city to use towards the construction of the pavilion at the pickleball courts for the Paige Park project.

Fiscal Analysis:

City receives $15,000. A budget amendment will be forthcoming.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

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

PRESENTATION: TERESA POPE THE EXECUTIVE DIRECTOR OF THE HOUSING AUTHORITY WILL PROVIDE A BOARD REPORT FOR THE HOUSING AUTHORITY.

April 22, 2025

Background:
Housing Authority Board Presentation

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

NSBHDC DEVELOPMENTS PPT 2025 CITY NSB ONLY.pptx

NEW SMYRNA BEACH

New Smyrna Beach HOUSING

New Smyrna Beach HOUSING DEVELOPMENT Corporation

CRA NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY

Volusia County FLORIDA

NEW SMYRNA BEACH,

AFFORDABLE HOUSING DEVELOPMENTS

STARTING IN 2014

Southeast Volusia Habitat for Humanity®





BEFORE & AFTER
2014-JULIA STREET TOWNHOMES
CITY CRA/*VOLUSIA COUNTY FUNDING*











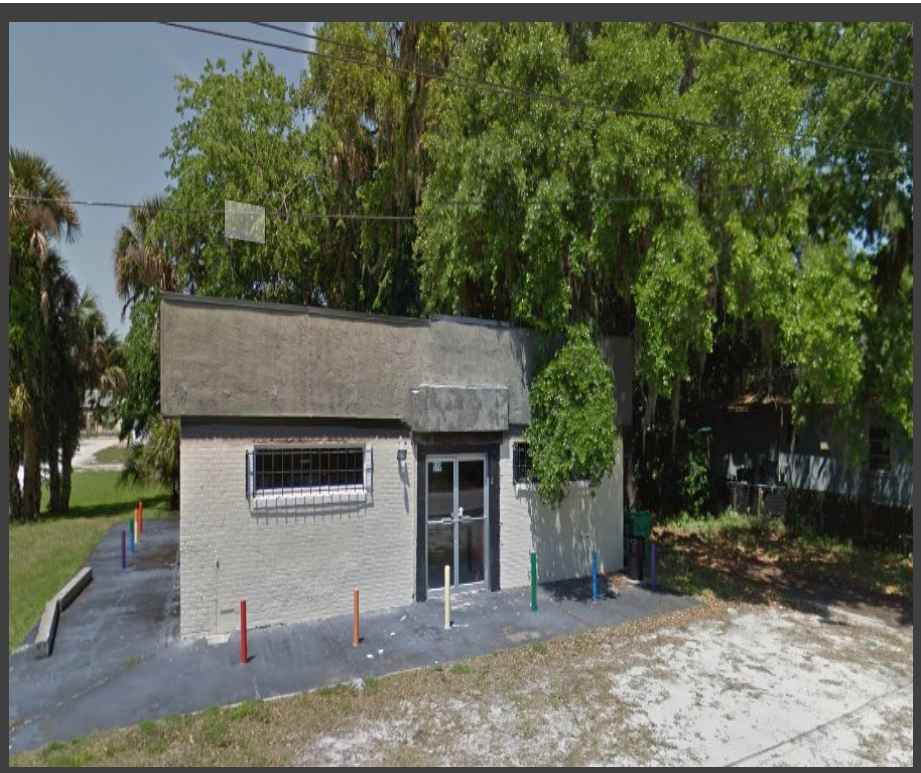
2016- SINGLE FAMILY HOMES RAILROAD ST

CITY CRA FUNDING/VOLUSIA COUNTY FUNDING





2018 SINGLE FAMILY HOMES
JULIA ST & WASHINGTON ST
PARTNERSHIP WITH SOUTHEAST VOLUSIA HABITAT FOR HUMANITY





BEFORE & AFTER
2019-PHASE I SENIOR HOUSING 2 BR DUPLEX
DIMMICK ST

CITY OF NSB CRA FUNDING/*VOLUSIA COUNTY FUNDING/*
NSBHDC FUNDING







BEFORE & AFTER
2021-PHASE II
SENIOR HOUSING DIMMICK
CITY OF NSB CRA FUNDING/ VOLUSIA COUNTY/ NSBHDC FUNDING

APPROVED SITES TO BE DEVELOPED

- DIMMICK STREET SENIOR DUPLEXES

- DIMMICK STREET FAMILY TOWNHOUSES





FUTURE PLANNED DEVELOPMENT

COTTAGE
225 INWOOD AVENUE

- PROPOSED COST $ TBD
- CRA MATCH $ TBD
- OTHER GRANTS $ TBD
- 1 BR/1 BA WITH CARPORT

TRANSITIONAL SUPPORTIVE HOUSING

900 ROPER STREET 2022

NSB HOUSING DEVELOPMENT CORP. FUNDING





2021-BEFORE
GREENLAWN STREET
PUBLIC HOUSING



2024 - AFTER

GREENLAWN MANOR SENIOR HOUSING

CITY OF NSB CRA FUNDING

LIHTC





GREENLAWN MANOR 80 UNIT
AFFORDABLE SENIOR HOUSING
COMPLETION DECEMBER 2024

CITY OF NSB/CRA FUNDING/ LIHTC







HURRICANE IAN
LIVE OAK HOMES
SEPTEMBER 30, 2022
48 HOURS AFTER STORM





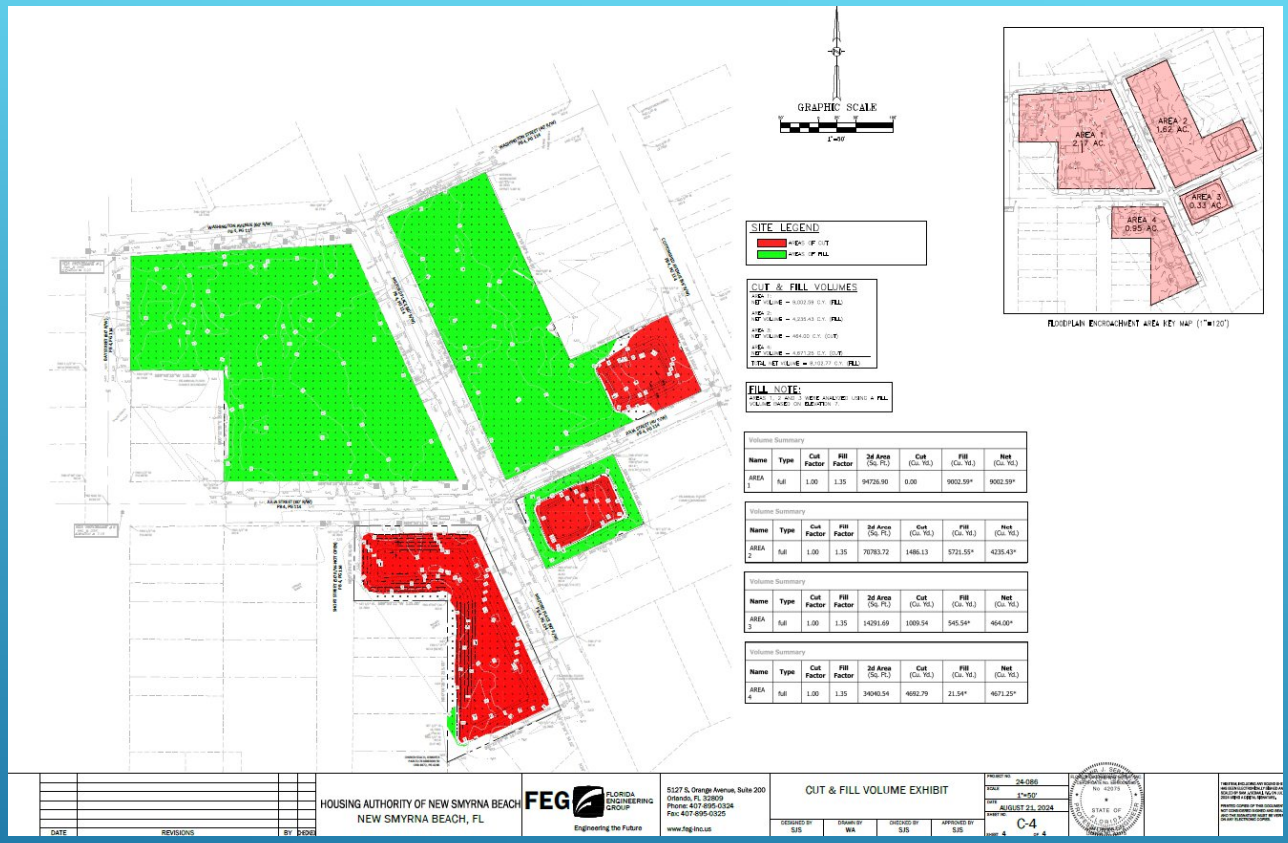
HURRICANE IAN AFTERMATH

NEW SMYRNA BEACH, FL





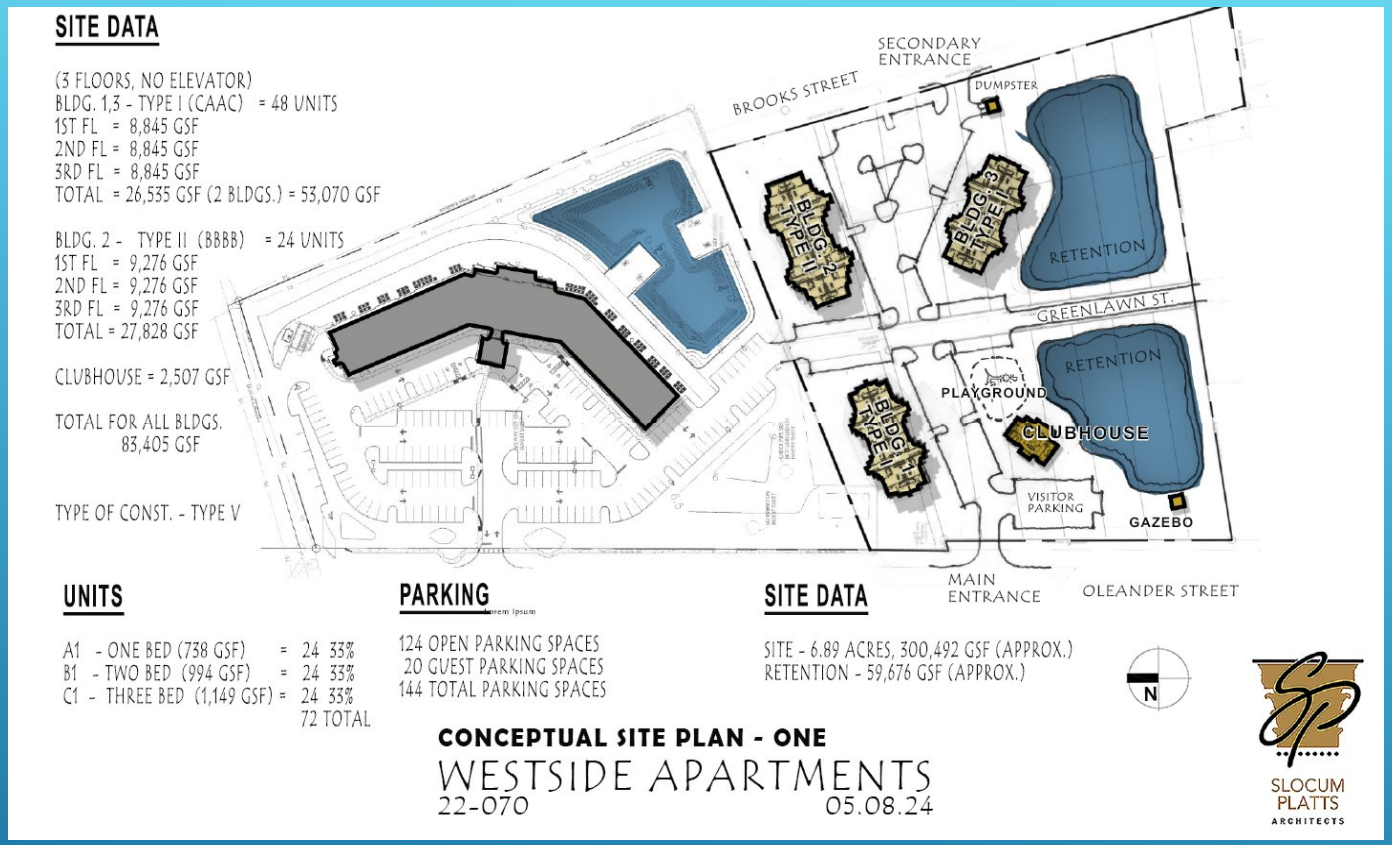




NEW AFFORDABLE HOUSING LANDINGS AT LIVE OAK



ENTERPRISE HOMES 2025
WESTSIDE PHASE II



WESTSIDE PHASE II
GREENLAWN GARDENS



1203 ENTERPRISE AVENUE
TBD

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

PRESENTATION: BEN BARTLETT WILL PRESENT AN OVERVIEW OF THE COUNTY OF VOLUSIA'S STORMWATER EFFORTS.

April 22, 2025

Background:
An overview of the County's stormwater efforts.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

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

CITY MANAGER'S REPORT

April 22, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 4-22-25 KC Edits and Attachments.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – April 22, 2025**

Date: April 16, 2025

- Continued preparations for the 2026 Fiscal Year Budget scheduled to be approved September 23.

- Continued preparations for the State of the City event scheduled at 5:30 pm on April 21 at the Brannon Center.

- Continued staff review and discussion of the proposed Deering Park Master Development Agreement (MDA). A workshop will be held April 17 at 6:00 pm.

- Announced Steve Mendygral as the City's first Mobility and Parking Director. Steve will begin his employment on May 13.

- Announced Chris Kirk as Police Chief effective immediately.

- Detailed line-item budget information is now available on the City's website for Fiscal Year 2025. Budget Reports | New Smyrna Beach, FL - Official Website

- Followed up on citizen comments received during April 11 City Commission meeting about the swimming pool and tiki bar at Venetian Bay.

- Followed up on citizen comments received during April 11 City Commission meeting about E bikes. Police Department recommendations are under review.

- Followed up on citizen comments received during April 11 City Commission meeting about the Oakwiler development currently under construction.

- Followed up on comments received during April 11 City Commission meeting about traffic protocols during emergency bridge closure events.

- Will attend the Rotary Club Luncheon as a guest speaker on April 22.

- Please find attached the March Financial Report.

- Please find attached the March Permit Issuance Report.

- Please find attached the March Digital Media Report.

- Please find attached the March NSBU Monthly Capacity Metrics Report.

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

NEW SMYRNA BEACH

FLORIDA

Monthly Budget Report Fiscal Year 2025

March 2025

This financial unaudited overview reflects the City's overall unaudited financial condition through March 2025 or 50% of the fiscal year. Revenues at or above the 50% benchmark are favorable, while expenses at or below the 50% benchmark are also favorable. It is important to note that expenses are listed showing amounts that have been paid plus amounts that have been encumbered for payment. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in the subsequent tables.

Fund	Original Budget	Adj Annual Budget[1]	YTD Actual Revenues[2]	YTD %	YTD Actual Expenses[3]	YTD %
001 - General Fund	$ 53,218,479	$ 61,208,459	$ 36,040,399	59%	$ 24,033,375	39%
003 - Brannon Civic Center	642,427	654,427	233,324	36%	302,601	46%
004 - Golf Course	2,356,123	2,356,123	1,167,876	50%	1,191,858	51%
101 - Stormwater Utility Fee	14,298,572	20,857,739	5,355,338	26%	2,665,458	13%
103 - Special Law Enforcement Revenue	-	221,541	11,562	0%	3,837	2%
104 - Airport/Industrial Park Revenue	11,719,928	12,749,766	1,639,889	13%	7,638,245	60%
105 - Police Impact Fee Revenue	450,000	1,504,458	96,418	6%	100,989	7%
106 - Fire Impact Fee Revenue	480,000	1,651,989	119,309	7%	545,954	33%
107 - Recreation Impact Fee Revenue	-	1,896,616	297,193	100%	31,885	2%
109 - Transportation Impact Fee Revenue	-	4,626,018	346,810	7%	-	-
113 - Building & Inspection Revenue	5,291,344	5,388,368	1,591,343	30%	1,884,234	35%
115 - Parking Fund Revenue	5,274,523	5,526,538	493,672	9%	521,099	9%
125 - CRA Revenue	4,060,000	4,060,000	2,604,483	64%	4,500	0%
130 - ARPA	-	832,972	13,542	100%	206,402	25%
204 - Debt Service Revenue	560,872	568,325	561,353	99%	280,436	49%
205 - SRF Loans Debt Service Reserve	-	103,341	-	-	-	-
206 - 2021 Series Note	3,703,325	3,703,325	1,044,235	28%	970,058	26%
207 - SRF Debt Service Sinking	20,000	159,380	22,236	14%	10,000	6%
208 - Debt Service 2005 Revenue	470,555	496,807	471,235	95%	440,552	89%
209 - Debt Service GOB 2005 & 2018	610,137	1,204,216	564,334	47%	92,916	8%
210 - Debt Service Capital Improvement Note	652,596	671,733	653,601	97%	576,484	86%
301 - Capital Projects - Land/Property	-	2,452,810	38,025	100%	1,510,301	100%
302 - Capital Projects	20,736,796	38,323,203	2,455,480	6%	5,987,458	16%
303 - GOB Capital Projects	-	875,291	11,664	1%	-	-
405 - Sanitation	10,180,968	10,180,968	3,360,577	33%	3,531,609	35%
408 - City Marina	437,118	745,727	176,492	24%	142,275	19%
501 - Garage	1,753,297	1,837,166	617,520	34%	764,112	42%
Total	**$ 136,917,060**	**$ 184,857,306**	**$ 59,987,909**	**32%**	**$ 53,436,636**	**29%**

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

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

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

[4] YTD Encumbrances equal $8,632,980.98.

GENERAL FUNDS

Through this period the City's GF has collected a total of **$36,040,399** or 59**%** of its projected annual revenues. For the same period, the GF has expended **$24,033,375** or 39% of budgeted annual expenditures. Note that all expenses include amounts that have been encumbered on a purchase order, plus amounts that were expensed.

General Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
Taxes	$ 40,107,919	$ 40,107,919	$ 31,482,371	78%
Licenses & Permits	302,434	302,434	121,131	40%
Intergovernmental	3,663,855	3,663,855	1,683,568	46%
Charges for Services	5,335,337	5,335,337	1,567,509	29%
Fines & Forfeitures	758,432	758,432	285,128	38%
Miscellaneous[1]	2,738,502	2,873,602	400,691	14%
Transfers	-	500,000	500,000	0%
Appropriated Reserves	312,000	7,666,880	-	0%
Total	**$ 53,218,479**	**$ 61,208,459**	**$ 36,040,399**	**59%**

General Fund	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
City Commission	$ 325,592	$ 363,506	$ 210,764	58%
City Manager	1,125,349	1,125,349	507,816	45%
City Clerk	553,455	553,455	328,067	59%
Business/Econ Dev	682,903	616,400	231,490	38%
Finance	1,304,924	1,311,103	545,959	42%
Information Technology	1,584,624	1,584,624	812,542	51%
Human Resources	878,577	878,577	509,232	58%
City Attorney	705,309	705,309	309,697	44%
Planning & Engineering	1,683,957	1,683,957	647,528	38%
Non Departmental [1]	5,549,361	13,229,441	3,736,033	28%
Public Works	497,994	497,994	223,017	45%
Building & Maintenance	583,403	583,403	227,332	39%
Police	12,423,194	12,572,493	5,430,786	43%
Fire	9,713,189	9,753,289	3,906,108	40%
Fire Transport	1,793,030	1,793,030	255,484	14%
Emergency Oper Center	49,447	49,447	12,184	25%
Streets	2,796,053	2,796,053	892,985	32%
Recreation	1,940,514	2,026,925	787,261	39%
Parks	2,379,453	2,379,453	1,071,262	45%
Sports Complex	1,413,993	1,410,993	594,463	42%
Interfund Transfers	5,234,158	5,293,658	2,793,365	53%
Total	**$ 53,218,479**	**$ 61,208,459**	**$ 24,033,375**	**39%**

[1] YTD Actual may include purchase orders for capital equipment that will be carried forward from FY24.

These items have been ordered but have not been delivered.

SPECIAL REVENUE FUNDS

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

Revenues	Original Budget	Adj. Annual Budget	Appropriated Fund	YTD Actual	YTD % Received
101 - Stormwater	$ 14,298,572	$ 5,821,661	$ 15,036,076	$ 5,355,338	26%
103 - Special Law Enforcement	-	-	221,541	11,562	5%
104 - Airport	11,719,928	12,407,731	342,035	1,639,889	13%
105 - Police Impact	450,000	-	1,504,458	96,418	6%
106 - Fire Impact	480,000	-	1,651,989	119,309	7%
107 - Recreation Impact	-	-	1,896,616	297,193	16%
109 - Transportation Impact	-	-	4,626,018	346,810	7%
113 - Building & Inspection	5,291,344	3,571,238	1,817,130	1,591,343	30%
115 - Parking	5,274,523	1,653,227	3,873,311	493,672	9%
125 - CRA	4,060,000	3,420,808	639,192	2,604,483	64%
130 - ARPA	-	-	832,972	13,542	2%
Total	**$ 41,574,367**	**$ 26,874,665**	**$ 32,441,338**	**$ 12,569,560**	**47%**

Expenses	Original Budget	Adj Annual Budget	Appropriated Fund	YTD Actual	YTD % Expended
101- Stormwater	$ 14,298,572	$ 5,821,663	$ 15,036,076	$ 2,665,458	13%
103 - Special Law Enforcement	-	-	221,541	3,837	2%
104 - Airport	11,719,928	12,407,731	342,035	7,638,245	60%
105 - Police Impact	450,000	-	1,504,458	100,989	7%
106 - Fire Impact	480,000	-	1,651,989	545,954	33%
107 - Recreation Impact	-	-	1,896,616	31,885	2%
109 - Transportation Impact	-	-	4,626,018	-	0%
113 - Building & Inspection	5,291,344	3,571,238	1,817,130	1,884,234	35%
115 - Parking	5,274,523	1,653,227	3,873,311	521,099	9%
125 - CRA	4,060,000	3,420,808	639,192	4,500	0%
130 - ARPA	-	-	832,972	206,402	25%
Total	**$ 41,574,367**	**$ 26,874,667**	**$ 32,441,338**	**$ 13,602,602**	**51%**

ENTERPRISE & INTERNAL SERVICE FUNDS

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

Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
405 - Sanitation	$ 10,180,968	$ 10,180,968	$ 3,360,577	33%
408 - City Marina	437,118	745,727	176,492	24%
501 - Garage	1,753,297	1,837,166	617,520	34%
Total	**$ 12,371,383**	**$ 12,763,861**	**$ 4,154,589**	**33%**

Fund	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
405 - Sanitation	$ 10,180,968	$ 10,180,968	$ 3,531,609	35%
408 - City Marina	437,118	745,727	142,275	19%
501 - Garage	1,753,297	1,837,166	764,112	42%
Total	**$ 12,371,383**	**$ 12,763,861**	**$ 4,437,995**	**35%**

GOLF COURSE

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

Golf Course	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Greens Fees	$ 900,000	$ 900,000	$ 669,912	74%
Cart Fees	650,000	650,000	219,292	34%
Memberships	225,000	225,000	205,596	91%
Other Revenue	258,400	258,400	73,075	28%
Transfer from General Fund	322,723	322,723	-	0%
Total Revenue	**$ 2,356,123**	**$ 2,356,123**	**$ 1,167,876**	**50%**
Expenses				
Administration				
Personnel	$ 674,472	$ 674,472	$ 248,486	37%
Operating	523,203	523,203	196,235	38%
Maintenance				
Personnel	554,242	554,242	232,711	42%
Operating [1]	429,206	429,206	365,929	85%
Capital	175,000	175,000	148,496	85%
Total Expense	**$ 2,356,123**	**$ 2,356,123**	**$ 1,191,858**	**51%**
Profit(Loss)			(23,983)	

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

BRANNON CENTER

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

Brannon & Live Oak Center	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Facility Rental	$ 345,000	$ 345,000	$ 233,324	68%
Transfer From General Fund	297,427	309,427	-	0%
Total Revenue	**$ 642,427**	**$ 654,427**	**$ 233,324**	**36%**
Expenses				
Personnel	$ 298,283	$ 298,283	$ 149,051	50%
Operating Expense	344,144	344,144	153,550	45%
Capital Expense	-	-	-	0%
Grants/Aids	-	12,000	-	0%
Total Expense	**$ 642,427**	**$ 654,427**	**$ 302,601**	**46%**

CITY POOLED CASH

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

Pooled Cash	3/31/25
001 - General Fund	$ 32,449,313
003 - Brannon Center	144,629.44
004 - Golf Course	781,617.91
101 - Stormwater Utility Fee	13,234,912.95
103 - Special Law Enforcement Revenue	232,603.10
104 - Airport/Industrial Park Revenue	1,452,881.44
105 - Police Impact Fee Revenue	1,242,611.12
106 - Fire Impact Fee Revenue	1,759,318.02
107 - Recreation Impact Fee Revenue	2,195,159.10
109 - Transportation Capital Revenue	4,967,205.14
113 - Building & Inspection Revenue	1,298,069.31
115 - Parking Fund Revenue	3,567,333.16
125 - CRA	8,601,491.26
130 - ARPA	640,112.38
204 - Debt Service Revenue	288,070.35
205 - SRF Loan Debt Service Reserve	103,341.01
206 - FMLC 2000B Revenue Bond	2,899,368.20
207 - SRF Debt Service Sinking	146,855.69
208 - Debt Service 2005 Revenue	55,686.16
209 - Debt Service GOB 2005 & 2018	1,048,493.24
210 - Debt Service Capital Impr Note	96,254.62
211 - Debt Service Capital Note Isleboro	0.49
301 - Turnbull Creek	942,468.69
302 - Capital Projects	20,147,019.61
303 - Capital Projects	729,138.10
405 - Sanitation	2,381,167.32
408 - City Marina	184,647.06
501 - Garage	113,172.85
Total	**$ 101,702,941**

CITYWIDE DEBT

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

Citywide Outstanding Debt as of 09/30/25	
Capital Improvement Notes	9,205,000
Capital Improvement Line of Credit	18,000,000
Stormwater Note Payable - Islesboro	1,107,571
General Obligation Refunding Note Series 2014	-
General Obligation Note, Series 2019	4,321,000
State Revolving Fund Notes	57,488
Capital Lease - Fire Truck	214,284
Capital Lease - Golf Carts	-
Total	**$ 32,905,343**

PERMIT ISSUANCE SUMMARY (03/01/2025 TO 03/31/2025)
FOR CITY OF NEW SMYRNA BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Commercial)	Accessory/Detach Structure < 200 sf	1	144	$31,870.00	$961.90
	Addition	1	80	$9,800.00	$987.43
	Alteration, Remodel, Repair	13	16,443	$619,830.00	$15,294.68
	Awning	1	664	$34,070.00	$768.02
	Multi-Family	5	65,510	$11,305,583.60	$217,411.13
	Re-roof	8	20,517	$422,849.58	$4,543.95
	Shutters	1	1	$17,342.00	$600.96
	Temporary Construction Trailer	1	1,400	$8,000.00	$424.13
	Windows/Doors/Garage Doors	13	14,708	$95,443.00	$4,673.50
	BUILDING (COMMERCIAL) TOTAL:	**44**	**119,467**	**$12,544,788.18**	**$245,665.70**
Building (Residential)	Accessory/Detach Structure < 200 sf	3	260	$11,083.00	$262.96
	Accessory/Detach Structure > 200 sf	1	336	$20,264.00	$627.67
	Addition	4	3,589	$437,100.00	$3,347.94
	Alteration, Remodel, Repair	21	12,783	$1,258,638.00	$13,338.98
	Interior Demo	2	4,514	$90,000.00	$179.00
	Mobile Home	1	1,128	$10,000.00	$489.97
	New Duplex	1	3,267	$294,000.00	$11,944.96
	New Single Family	30	108,950	$11,130,317.00	$269,265.04
	Re-roof	84	161,279	$1,599,832.86	$7,474.71
	Screen Enclosure	6	4,125	$70,722.00	$2,603.50
	Screen Walls	2	1,320	$19,284.00	$910.79
	Shutters	4	1,772	$47,390.80	$358.00
	Siding	4	5,255	$98,000.00	$358.00
	Windows/Doors/Garage Doors	43	37,214	$521,881.07	$3,894.71
	BUILDING (RESIDENTIAL) TOTAL:	**206**	**345,792**	**$15,608,512.73**	**$315,056.23**
Certificate of Occupancy	Certificate of Occupancy	12	39,831	$3,798,373.00	$0.00
	CERTIFICATE OF OCCUPANCY TOTAL:	**12**	**39,831**	**$3,798,373.00**	**$0.00**
Demolition (Residentiall)	Demolition	5	7,591	$61,260.00	$2,085.53
	DEMOLITION (RESIDENTIALL) TOTAL:	**5**	**7,591**	**$61,260.00**	**$2,085.53**
Dock & Seawalls (Commercial)	Docks	1	0	$10,000.00	$570.01
	Dune Walk Over	2	0	$40,000.00	$1,543.38
	Seawalls	1	0	$350,206.00	$5,378.61
	DOCK & SEAWALLS (COMMERCIAL) TOTAL:	**4**	**0**	**$400,206.00**	**$7,492.00**
Dock & Seawalls (Residential)	Docks	4	0	$432,000.00	$4,435.86
	Dune Walk Over	1	0	$7,000.00	$262.09
	DOCK & SEAWALLS (RESIDENTIAL) TOTAL:	**5**	**0**	**$439,000.00**	**$4,697.95**
Electrical (Commercial)	Electrical Repairs	10	0	$36,720.00	$2,240.20
	Generator	1	0	$67,000.00	$935.07
	Service-New/Upgrade	5	0	$16,200.00	$1,368.49
	ELECTRICAL (COMMERCIAL) TOTAL:	**16**	**0**	**$119,920.00**	**$4,543.76**
Electrical (Residential)	Electrical Repairs	19	0	$64,040.00	$1,653.75
	Generator	10	0	$146,133.00	$891.00

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

PERMIT ISSUANCE SUMMARY (03/01/2025 TO 03/31/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	Service-New/Upgrade	1	0	$753.77	$89.50
	Temporary Power	1	0	$50.00	$89.50
	ELECTRICAL (RESIDENTIAL) TOTAL:	**31**	**0**	**$210,976.77**	**$2,723.75**
Engineering	Fence-Non-Residential	1	100	$25,000.00	$587.11
	Fence-Residential	25	3,841	$119,907.58	$2,249.71
	Parking Lot (Commercial)	1	4,559	$10,000.00	$482.91
	Paver/Patio/Driveway/Seal Coat/Restr	1	422	$4,780.00	$293.76
	Paver/Patio/Driveway/Seal Coat-Resic	20	15,220	$121,496.75	$1,942.88
	Right of Way	11	641	$0.00	$301.82
	Site Clearing (Commercial)	3	59,000	$0.00	$12,125.95
	ENGINEERING TOTAL:	**62**	**83,784**	**$281,184.33**	**$17,984.14**
Fire	Fire Alarm System	3	400	$38,437.00	$2,061.26
	Fire Pump	1	195	$142,000.00	$6,924.92
	Fire Sprinkler System	2	5,124	$46,717.00	$2,391.33
	Fire-Special Events-Tent	5	15,600	$24,900.00	$660.00
	FIRE TOTAL:	**11**	**21,319**	**$252,054.00**	**$12,037.51**
Gas (Residential)	Gas Lines	3	0	$5,627.00	$268.50
	Gas Tanks	3	0	$13,707.95	$268.50
	GAS (RESIDENTIAL) TOTAL:	**6**	**0**	**$19,334.95**	**$537.00**
Mechanical (Commercial)	Mechanical New	2	0	$6,800.00	$600.56
	Mechanical Repair/Replace	2	0	$16,881.00	$867.82
	MECHANICAL (COMMERCIAL) TOTAL:	**4**	**0**	**$23,681.00**	**$1,468.38**
Mechanical (Residential)	Mechanical Repair/Replace	84	0	$746,850.00	$7,653.50
	MECHANICAL (RESIDENTIAL) TOTAL:	**84**	**0**	**$746,850.00**	**$7,653.50**
Plumbing (Commercial)	Plumbing Repairs/Replace	4	0	$15,250.00	$936.02
	PLUMBING (COMMERCIAL) TOTAL:	**4**	**0**	**$15,250.00**	**$936.02**
Plumbing (Residential)	Plumbing Repairs/Replace	22	0	$131,473.00	$2,166.14
	PLUMBING (RESIDENTIAL) TOTAL:	**22**	**0**	**$131,473.00**	**$2,166.14**
Pool (Commercial)	Pool Resurfacing	1	2,200	$55,000.00	$1,175.02
	POOL (COMMERCIAL) TOTAL:	**1**	**2,200**	**$55,000.00**	**$1,175.02**
Pool (Residential)	In Ground	8	9,984	$596,409.00	$6,481.35
	Pool with Enclosure	1	2,129	$136,000.00	$1,038.40
	POOL (RESIDENTIAL) TOTAL:	**9**	**12,113**	**$732,409.00**	**$7,519.75**
Sign	Sign - Face Change	1	48	$600.00	$167.37
	Wall Mounted	8	324	$48,865.00	$3,155.21
	SIGN TOTAL:	**9**	**372**	**$49,465.00**	**$3,322.58**
Solar (Residential)	Solar	2	0	$56,170.00	$153.35

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

PERMIT ISSUANCE SUMMARY (03/01/2025 TO 03/31/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	SOLAR (RESIDENTIAL) TOTAL:	**2**	**0**	**$56,170.00**	**$153.35**
Special Events	Special Event Major	1	0	$0.00	$330.00
	Special Event Minor	2	0	$0.00	$396.00
	SPECIAL EVENTS TOTAL:	**3**	**0**	**$0.00**	**$726.00**
Tree Removal	Tree Removal Commercial	1	0	$0.00	$28.00
	Tree Removal Residential	7	0	$0.00	$220.00
	TREE REMOVAL TOTAL:	**8**	**0**	**$0.00**	**$248.00**
	GRAND TOTAL:	**548**	**632,469**	**$35,545,907.96**	**$638,192.31**

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

Social Media Followers as of April 1, 2025 (+/- change from prior report)				
Facebook	**Nextdoor**	**Instagram**	**X**	**Threads**
28,757 **(+2,289)**	15,174 **(+86)**	5,279 **(+329)**	4,564 **(+28)**	979 **(+16)**

Top 3 Viewed Facebook Posts in March 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
Leatherback sea turtle lays early nest in New Smyrna	2,167,242	45,308	3,116	3,853
Requests to support NSBHS girls basketball team	104,430	311	82	58
This Week in NSB for March 24-30 incl. Deering Park	40,871	230	181	26

Bottom 3 Viewed Facebook Posts in March 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
Video link to Commission strategic plan workshop	1,490	4	0	1
Tire Amnesty Day event by County Mosquito Control	1,619	4	1	3
Blood drive at City Gym on OneBlood's Big Red Bus	1,954	4	1	0

Public Meeting Streaming Analytics in March 2025 (+/- change from prior report)				
Total Page Views	**Total Visits**	**Total Unique Visitors**	**Streaming Device Used**	
5,582 **(+1,313)**	3,189 **(+192)**	1,683 **(+133)**	Desktop 77% **(+2)**	Mobile 23% **(-2)**
Top 5 Most Watched Meetings (Views)		**Views by Referral Source**	**Top 10 Visitors by Location (Views)**	
1. March 25 City Commission regular meeting (216)		1. City website (4,356)	1. NSB (3,145)	6. Daytona Beach (82)
2. March 11 City Commission regular meeting (89)		2. Direct link (535)	2. Miami (558)	7. Atlanta (65)
3. March 25 City Commission workshop (51)		3. City intranet (325)	3. Orlando (326)	8. Four Corners (62)
4. March 3 Planning & Zoning regular meeting (35)		4. Facebook (141)	4. Edgewater (152)	9. Ashburn (58)
5. March 17 City Commission strategic planning (24)		5. Google search (44)	5. Port Orange (112)	10. Lake Mary (43)

From: Debbie Simmons
To: Kosorok, Tammy
Cc: Cowper, Kevin; Efren Chavez; Lorie Harris
Subject: Requested NSBU Monthly Capacity Metrics - March 2025
Date: Wednesday, April 9, 2025 5:56:36 PM
Attachments: image002.png

CAUTION: EXTERNAL EMAIL

Tammy,

Forwarding the requested NSBU monthly capacity metrics; for March 2025.

Thank you,

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

New Smyrna Beach ···UTILITIES···

Electric

March 2025

Peak (MW)	% of Available Capacity
79 MW	59.6%

Water

	Demand(MGD)	% Treatment Capacity
March 2025	5.600	57.9%

Wastewater

	TMADF(MGD)	% Treatment Capacity
March 2025	3.937	56.2%

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

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

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

CONSIDER THE ADOPTION OF THE CITY COMMISSION MINUTES FROM THE REGULAR MEETING HELD ON TUESDAY, APRIL 8, 2025.

April 22, 2025

Background:
A City Commission held a regular meeting on Tuesday, April 08, 2025. The meeting minutes are attached for the City Commission's review and adoption consideration.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kohn Evans

Attachments:

City Commission Regular Meeting Minutes - April 8, 2025.pdf

City Commission Regular Meeting
Tuesday, April 8, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, April 8, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Senior Chaplain Tom Prucnal gave the invocation. Isabelle Sorese led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced the removal of item 4A Proclamation: Gary Norville.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Gary Norville of American Aero Services.

No action.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Karen Mehal, 804 East 23rd Avenue, thanked the Commission and staff for their support.

Christel Saylor, 645 Ball Street, commented on an article from Scientific America. She asked that the first reading of the Deering Park Innovation Center be postponed and expressed the need for more workshops and citizen input. She commented on reducing residential tax base.

Virginia Steven, 423 Flagler Avenue, and Mary Frances Stage, 380 Flagler Avenue, Flagler Avenue Business Association, spoke in support for item (7R) Shark Bite Half Marathon and 5K.

Terry Stephens, 810 Faulkner Street, spoke in favor of item (7R) Shark Bite Half Marathon and 5K.

Lauris Larocca, 3310 Bellion Boulevard, expressed concern regarding the pool at Venetian Bay. She commented on the lack of maintaining the pool and asked for assistance with the concerns regarding the pool.

Shawn Salvi, 1208 Magnolia Street, commented need for more restrictions on class 2 and 3 E-bikes.

Russ North, Atlantic Center of the Arts, 1414 Art Center Avenue, expressed thanks for support of Images. He commented on ACA live performance series and spoke in support of the (7S) Atlantic Center for the Arts' concert. He promoted the upcoming events hosted by the ACA.

Robert Liess, 1320 South Riverside Drive, as a resident of Riverside Drive he spoke in support of Item (7R) Shark Bite Half Marathon and 5K. He stated that he is on the Board of Trustees for the Atlantic Center for the Arts and spoke in support of item (7S) Atlantic Center for the Arts' concert.

Gail Roberts, 802 East 8th Avenue, commented on several events held in New Smyrna Beach. She spoke in support of item (7R) Shark Bite Half-Marathon and 5K.

James Taylor, no address provided, commented on the homeless in New Smyrna Beach. He commented on finding a pathway for the homeless and the distribution of sand to help stop the flooding.

Laurina Norvell, 700 South Riverside Drive, recognized on her son David and spoke in support of item (7R) Shark Bite Half Marathon and 5K.

Kelli McMurtrey, 636 North Riverside Drive, commented in support of item (7R) Shark Bite Half Marathon and 5K. She commented on the proceeds the track team receives during the Shark Bite foot race.

Bonnie Davenport, 117 Fran Drive, commented on development and flooding during hurricane and rainy seasons. She commented the 30 inches of water she received in her home during hurricane Ian and the process of rebuilding her home. She commented on the drainage problem in Ellison Acres in incorporated Volusia County.

Carl Hodges, 620 Riverside Drive, commented on the Women's Center now renamed The Magnolia. He remarked on the restoration of the building and extended an invitation to the to view the building.

Palmer Wilson, 101 Donlon Drive, commented on his experience during the 2024 Shark Bite race and working with staff to find a safe effective change for the race.

Joe Dlubac, 3321 East Locanda Circle, commented on the storm water study and visiting the Samsula Canal. He commented on the workshop regarding Deering Park. He stated the need for a town hall for Venetian Bay to discuss the lessons learned. He commented about the pool and parking in Venetian Bay.

Patricia Scott, 112 Eddie Road, commented on the flooding in Ellison Acres and the accountability that needs to take place. She commented on flooding Ellison Acres in un-incorporated Volusia County.

Jean, New Smyrna Beach resident, spoke in favor of item (7R) Shark Bite Half Marathon and 5K. She stated the need to place the addresses displayed on the beach side of properties.

Randy Herman, 108 Esther Street, commented on property behind Publix and tree preservation. He commented item 11A and the need of explanations of the exceptions.

Stuart Hughes 180 Caryota Court and 3630 SR 44, commented on Venetian Bay's overflow weirs and drainage. He provided history on the drainage canal and stated the need for the canal to be maintained. He commented on Senate Bill 810 regarding stormwater management system.

Patricia Blake Harris, 524 Myrtle Avenue, commented on the flood assessment meeting. She expressed the need to map all the flooded areas and improve drainage in New Smyrna Beach.

Cindy Sniezak, 512 Yupon Avenue, commented on the first Charter Review meeting and the Charter Review committee facilitator.

7. CONSENT AGENDA

7.A Consider the adoption of the meeting minutes from the City Commission workshop and regular meeting and the Community Redevelopment Agency meeting held on Tuesday, March 25, 2025.

Motion:

Commissioner McGuirk moved to adopt the meeting minutes from the City Commission workshop and regular meeting and the Community Redevelopment Agency meeting held on Tuesday, March 25, 2025. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.B Consider the approval to increase purchase order 240075 and Amendment #1 to a Florida Department of Environmental Protection (FDEP) Contract - Vulnerability Assessment Grant.

Motion:

Commissioner McGuirk moved to approve to increase purchase order 240075 and Amendment #1 to a Florida Department of Environmental Protection (FDEP) Contract - Vulnerability Assessment Grant. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.C Consider the approval of award of ITB-06-25-CIP to Construct Co for the construction of the North Causeway Boat Ramp Dock & Amenity Improvements.

Motion:

Commissioner McGuirk moved approve the award of ITB-06-25-CIP to Construct Co for the construction of the North Causeway Boat Ramp Dock & Amenity Improvements. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.D Consider the approval to award RFP 08-25-HR, Compensation and Benefits Study, to Evergreen Solutions, Inc.

Motion:

Commissioner McGuirk moved to approve to award RFP 08-25-HR, Compensation and Benefits Study, to Evergreen Solutions, Inc. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.E Consider the approval of an application for a Sidewalk Café Agreement for the Beachin Burritos restaurant located at 431 Canal Street.

Motion:

Commissioner McGuirk moved to approve an application for a Sidewalk Café Agreement for the Beachin Burritos restaurant located at 431 Canal Street. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.F Consider the approval of a Piggyback Agreement with AAA Fence

Motion:

Commissioner McGuirk moved to approve a Piggyback Agreement with AAA Fence. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.G Resolution No. 07-25: Consider the adoption of a resolution, which if adopted, would approve applying for a F.I.N.D (Florida Inland Navigation District) Grant for the construction of a "No Wake Zone" near Yacht Club Island in the Intracoastal Waterway (ICW).

No action. This item was continued to the City Commission Regular meeting scheduled for Tuesday, May 13, 2025.

7.H Consider the approval of the Volusia County Joint Project Agreement (JPA) for the Corbin Park Drainage Improvement Project.

Motion:

Commissioner McGuirk moved to approve the Volusia County Joint Project Agreement (JPA) for the Corbin Park Drainage Improvement Project. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.I Consider the approval of the contract renewal for Recruitment and Engineering Products & Services Inc.

Motion:

Commissioner McGuirk moved to approve the contract renewal for Recruitment and Engineering Products & Services Inc. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.J Consider the approval of Scott Remodeling for construction of dorms at Fire Station 52.

Motion:

Commissioner McGuirk moved to approve of Scott Remodeling for construction of dorms at Fire Station 52. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.K Consider the approval of the replacement of two rooftop air conditioning units at the Brannon Center utilizing Omnia Contract.

Motion:

Commissioner McGuirk moved to approve of the replacement of two rooftop air conditioning units at the Brannon Center utilizing Omnia Contract. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.L Consider the approval of the Interlocal Agreement between the Southeast Volusia County fire agencies for fire rescue mutual aid.

Motion:

Commissioner McGuirk moved to approve the Interlocal Agreement between the Southeast Volusia County fire agencies for fire rescue mutual aid. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.M Special Event: Consider the approval of the Lagoonigan Fishing Tournament after party at the Marine Discovery Center, to be held on Saturday, June 14, 2025.

Motion:

Commissioner McGuirk moved to approve the Lagoonigan Fishing Tournament after party at the Marine Discovery Center, to be held on Saturday, June 14, 2025. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.N Special Event: Consider the approval of the NSB Shrimp & Seafood Food Festival 2025, to be held on Thursday, August 7, 2025.

Motion:

Commissioner McGuirk moved to approve the NSB Shrimp & Seafood Food Festival 2025, to be held on Thursday, August 7, 2025. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.O Special Event: Consider the approval of the New Smyrna Beach Food Festival 2025, to be held on Thursday April 17, 2025.

Motion:

Commissioner McGuirk moved to approve the New Smyrna Beach Food Festival 2025, to be held on Thursday, April 17, 2025. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.P Special Event: Consider the approval of the Seaside Fiesta 2025, to be held on Thursday, June 19, 2025.

Motion:

Commissioner McGuirk moved to approve the Seaside Fiesta 2025, to be held on Thursday, June 19, 2025.Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.Q Special Event: Consider the approval of the Light Up Flagler Event 2025, to be held on Friday December 5, 2025.

Motion:

Commissioner McGuirk moved to approve the Light Up Flagler Event 2025, to be held on Friday, December 5, 2025. Commissioner Ashley seconded the motion, and the motion carried unanimously.

7.R Special Event: Consider the approval of the Shark Bite Expo, Feeding Frenzy 5k, Half Marathon and 5k, to be held on Saturday, January 17, 2026 and Sunday, January 18, 2026.

Motion:

Vice Mayor Martin moved to approve the Shark Bite Expo, Feeding Frenzy 5k, Half Marathon and 5k, to be held on Saturday, January 17, 2026 and Sunday, January 18, 2026. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.S Special Event: Consider the approval of the Atlantic Center for the Arts' concert on April 12, 2025.

Motion:

Commissioner McGuirk moved to approve the Atlantic Center for the Arts' concert on April 12, 2025. Commissioner Ashley seconded the motion, and the motion carried unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

No action.

9. QUASI-JUDICIAL HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to review and consider the approval of a Special Exception to allow a boat and RV storage facility to operate in the B-3 zoning district, located at 666 Dora Street.

A Quasi-Judicial Public Hearing was conducted to consider the approval of a Special Exception to allow a boat and RV storage facility to operate in the B-3 zoning district, located at 666 Dora Street.

Senior Planner Jeff Gove outlined the application.

Commissioner McGuirk questioned the code regarding the 6-foot fence and landscaping on the property.

Vice Mayor Martin commented on the landscaping on the outside of the fence.

Commissioner Ashley commented on the landscaping.

Mayor Cleveland questioned the application and permitting process.

Applicants Jennifer and Clint Cornelius provided a history of events related to obtaining the permits. Mr. Cornelius commented on the application process, the demolition of the approved homes and plants, and noted that they are now required to plant additional trees.

Commissioner Perrine commented on the application process.

Mayor Cleveland questioned the application and permitting process. He questioned the visibility zone for pedestrian and vehicle traffic.

Commissioner McGuirk commented on the landscaping.

Mayor Cleveland questioned the permitting process, including the approval of home demolitions and tree removals. He commented on the communication between the permitting and planning departments.

Commissioner McGuirk questioned the B-3 zoning and the permitting process.

Mayor Cleveland opened the Quasi-Judicial public hearing for public comment.

Debra Shaw, 644 Dora Street, commented on a fence on her property. She commented on the set back requirement, the use of a chain link fence, and the zoning in the neighborhood as B-3 and residential.

Dylan Curtis, address withheld FSS 119.071, commented the need for keeping the residential feel of the neighborhood and the care of the residential street.

Karen Poveromo, 653 Dora Street, commented on protecting the neighborhood. She commented on the residential homes and commercial property in the neighborhood. She stated that the residents should not be punished for the city mistakes. She commented on the commercial property in the school and residential area.

Joe Dlubac, 3321 East Locanda Circle, questioned power, water and restroom requirements. He commented on the activities that would take place on the commercial property.

Mayor Cleveland closed the Quasi-Judicial public hearing.

Jake Baker, Senior Planner, commented on the residents' concerns and the permit.

Vice Mayor Martin inquired about the timing of the fence permit and the current storage on the property. She also questioned if a BTR had been obtained.

Mayor Cleveland questioned the public safety. He inquired about the possibility of a home being rebuilt on the property.

Applicant Clint Cornelius stated that they wanted to move forward and were open to feedback in order to find a resolution. He noted that the lot was empty, aside from some personal storage on the property. He also commented on their efforts to maintain the property and mentioned that the City had issued a notice to cease all construction. He emphasized their willingness to proceed, within reason.

Applicant Jennifer Cornelius added that they did not want the property to become an eyesore and noted that the neighborhood is not fully residential.

Commissioner McGuirk recommended that City staff meet with the applicant and present a recommendation to the City Commission.

Commissioner Ashley agreed to continue the Special Exception.

Vice Mayor Martin suggested softening the property's perimeter to better accommodate both the residential and commercial areas.

Mayor Cleveland emphasized the need to improve the process and for City staff to work collaboratively with the property owners. He also highlighted the importance of preserving the community's character and maintaining a balance between homeowners and commercial property owners.

Motion:
Commissioner McGuirk moved to continue the Special Exception to allow a boat and RV storage facility to operate in the B-3 zoning district, located at 666 Dora Street to the Tuesday, May 13, 2025, City Commission regular meeting. Commissioner Perrine seconded the motion, and the motion carried unanimously.

10. PUBLIC HEARINGS

10.A Ordinance No. 16-25: Conduct the Second Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to Cliff Berry Inc.

City Attorney Avallone read Ordinance No. 16-25, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 16-25.

Maintenance Operation Director David Ray outlined the non-exclusive franchise agreement with Cliff Berry, Inc.

Mayor Cleveland opened the Public Hearing.

As no citizens wished to speak, Mayor Cleveland closed the Public Hearing.

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 16-25 as submitted. Commissioner McGuirk seconded it the motion, and the motion carried unanimously.

11. ORDINANCES - FIRST READING

11.A Ordinance No. 15-25: Conduct the First Reading of an Ordinance, which if adopted at the Second Reading and Public Hearing, would Repeal and Replace Section 604.04 Landscaping Requirements and 604.051 Tree Preservation of the Land Development Regulation.

Stephanie Doster, Planning Manager, opened the presentation regarding the Landscaping requirement.

James Hartsfield, Project Manager from VHB, outlined a PowerPoint presentation regarding Ordinance No. 15-25.

11.B Ordinance No. 17-25: Conduct a First Reading of an Ordinance, if adopted at a Second Reading and Public Hearing, would annex approximately 9.13 + acres of land located at 2061 Paige Avenue.

City Attorney Avallone read Ordinance No. 17-25, the first time, by title only. She reported that Second Reading and Public hearing would be conducted during the April 22, 2025, regular City Commission meeting.

11.C Ordinance No. 18-25: Conduct a First Reading of an Ordinance, if adopted at a Second Reading and Public Hearing, would generate a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Medium Density Residential for property located at 2061 Paige Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 18-25, the first time, by title only. She reported that Second Reading and Public hearing would be conducted during the April 22, 2025, regular City Commission meeting.

11.D Ordinance No. 19-25: Conduct a First Reading of an Ordinance, if adopted at a Second Reading and Quasi-Judicial Hearing would rezone approximately 9.13 + acres of land to City R-2, Single-Family Residential with an "A" attached for Airport Height Notification Zone for property located at 2061 Paige Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 19-25, the first time, by title only. She reported that Second Reading and Public hearing would be conducted during the April 22, 2025, regular City Commission meeting.

12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: The Housing Authority currently has one (1) unfilled four-year term length vacancy, which will expire on August 31, 2027.

12.B Board Vacancy Notice: The Code Compliance Board currently has one (1) unfilled three-year term length vacancy, which will expire on March 3, 2028.

Interim City Clerk Taylor-Harding outlined a report.

13. MAYOR AND COMMISSION REPORTS

Vice Mayor Martin commented on the following events and initiatives:

- The ribbon-cutting ceremony at the Mary Avenue Tot Lot
- The unveiling of a sculpture by artist Frederick Goldstein at the DeLand SunRail station
- The SEVMTC and CareerSource Annual Job Fair
- Heritage Day at the New Smyrna Beach Museum
- VFW Family Fun Day
- The "Horsing Around" fundraiser at the Atlantic Center for the Arts

Commissioner McGuirk spoke about spring break and expressed support for small businesses in New Smyrna Beach.

Commissioner Perrine raised concerns about electric bikes and requested that staff research relevant regulations and information. She also inquired whether Ellison Acres would be included in the Volusia County stormwater project.

Commissioner Ashley discussed the transition in Venetian Bay from GeoSam to the homeowners and mentioned concerns regarding the tiki bar, the pool, and the need for a town hall meeting in that community.

Mayor Cleveland addressed the city's role in overseeing private development and raised the possibility of violations related to the MDA and LDR. He also commented on the following:

- Volusia Days held in Tallahassee
- The recent bridge crash
- The stormwater subcommittee in collaboration with Volusia County
- The Easter Seals Annual Fundraiser in New Smyrna Beach
- The New Smyrna Beach Museum’s Heritage Day event at 120 Sams Avenue
- Atlantic Center for the Arts' youth outreach initiative

He emphasized the importance of building public trust within the community.

14. CITY CLERK'S REPORT

No action.

15. CITY ATTORNEY'S REPORT

15.A Proposed Legislative Bill Summaries, weeks four and five of Florida's legislative session.

City Attorney Avallone outlined a report.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 9:35 pm.

THE CITY OF NEW SMYRNA BEACH - AIRPORT

RESOLUTION NO. 09-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE A FDOT GRANT AMENDMENT FOR THE CONSTRUCTION OF A NEW AIRPORT ADMINISTRATIVE BUILDING.

April 22, 2025

Background:

On November 14, 2023 City Commission approved the design phase services for a new Airport Administrative Building. The design is now complete and is anticipated to go out for bid in May with construction starting in the summer of 2025. On May 14, 2024 the City Commission approved the first FDOT grant for $1,250,000. In total, the FDOT has offered funding up to $2,500,000 with the funding to be split between two of their fiscal years. This grant amendment is for the second $1,250,000.

At approximately 4,000 square feet, the new facility will be a more inviting space for visitors as they enter or depart New Smyrna Beach with a lobby and waiting area. Visitors will experience an informal museum display area as they enter from the parking lot. Exhibits will highlight the history of the airport and its importance to aviation and the local community. Along with adequate office space for airport staff, the building will include some office and conference/training space that allows for future growth and that could be rented out for additional revenue in the short term. During construction, staff will be housed in a temporary trailer on-site with that expense being reimbursable with the FDOT grant.

Fiscal Analysis:

Expense of $2,500,000 is budgeted for FY25 to 10454201.562202.24ADB.

Strategic Plan Item:

No

Staff Report Created By: Tammy Hall

Attachments:

Executed_PTGA_451291-1_Construct_Admin_Building_EVB.pdf
05-14-24 SOA.pdf
05.14.25 Staff Report FDOT Grant.pdf
EVB_Admin Bldg_Draft Final Plans.pdf
2023.287.06 - Final Cost Estimate.pdf
Amendment #1 PTGA 451291-1 Construct Admin Building_EVB.pdf
Res 09-25 FDOT FPN 451291-1-94-01 Airport Admin Building.pdf

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 4/25/2023

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
451291-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
Contract Number:	G2Y58	Federal Award Date:	N/A	Vendor Number:	VF596000387001
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 05/21/2024 | 3:30 PM EDT by and between the State of Florida, Department of Transportation, ("Department"), and City of New Smyrna Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

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

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

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

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

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

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

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

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

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9. Project Cost:

a. The estimated total cost of the Project is $1,250,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $1,000,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Contracts of the Agency:

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

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

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

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

    Federal Funded:

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

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

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

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

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

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

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

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

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

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

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

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

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

State Funded:

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

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

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

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

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

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

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

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

And

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

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

18. Indemnification and Insurance:

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

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

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

This indemnification shall survive the termination of this Agreement."

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

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

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

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

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

19. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

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

AGENCY City of New Smyrna Beach

By: _____

Name: Fred E. Cleveland

Title: Mayor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____ DocuSigned by: C. Jack Adkins 1752524FC337485...

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott DocuSigned by: Daniel McDermott 585E81E26BBA45C...

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The existing administration facility is beyond its useful life expectancy and does not provide space for the administrative and operations staff. This project includes the construction of a new admin building on the site of the existing facility. The new facility will provide for offices and a conference room.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances.

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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EXH-1

AIRPORT TERMINAL BUILDING SKETCH

EXHIBIT

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FL

AVCON

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE: MARCH 2024

SCALE: 0|5 SYY FT.: GRAPHIC

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451291-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	$1,000,000.00
451291-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$250,000.00
	Total Financial Assistance						$1,250,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$1,000,000.00	$250,000.00	$0.00	$1,250,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$1,000,000.00	$250,000.00	$0.00	$1,250,000.00			

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

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

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

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

Luci Taylor
Department Grant Manager Name

DocuSigned by:
5245E1375362400...
Signature

05/21/2024 | 12:00 PM EDT
Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insert District PIO contact info:
800-780-7102

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

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

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ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

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

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

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

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

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

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

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

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

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

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

B. Agency Compliance Certification.

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

C. Agency Authority.

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

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

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

1. **Accounting System.**

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

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

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

2. **Good Title.**

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

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

3. **Preserving Rights and Powers.**

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

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

4. **Hazard Removal and Mitigation.**

DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

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

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

5. Airport Compatible Land Use.

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

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

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

6. Consistency with Local Government Plans.

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

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

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

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

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

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

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

DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

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

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

8. **Airport Financial Plan.**

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

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

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

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

10. **Fee and Rental Structure.**

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

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

11. **Public-Private Partnership for Aeronautical Uses.**

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

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

12. **Economic Nondiscrimination.**

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

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

DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

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

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

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

14. **Operations and Maintenance.**

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

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

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

15. **Federal Funding Eligibility.**

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

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

16. **Project Implementation.**

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

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

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

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

18. **Airfield Access.**

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

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

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

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

20. **Consultant, Contractor, Scope, and Costs.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including.

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

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

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

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

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $1,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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The Within and Foregoing Resolution No. 30-24 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on May 14, 2024. Motion was made by Vice Mayor Perrine, and Seconded by Commissioner Hartman, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR FRED E. CLEVELAND	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER LISA MARTIN	Yes
COMMISSIONER JASON MCGUIRK	Yes
VICE MAYOR VALLI PERRINE	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

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

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CERTIFICATION

STATE OF FLORIDA:
COUNTY OF VOLUSIA:
CITY OF NEW SMYRNA BEACH:

I DO HEREBY CERTIFY that the attached copy of Resolution No. 30-24 is a true and accurate copy of the original documents on file at the City of New Smyrna Beach.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach, Florida, to be affixed this 17th day of May 2024.

Kelly McQuillen
City Clerk

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RESOLUTION NO. 30-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION GRANT AGREEMENT FPN #451291-1-94-01 FOR THE CONSTRUCTION OF THE ADMINISTRATION BUILDING AT NEW SMYRNA BEACH MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into an Agreement for the design of construction of the Administration Building at New Smyrna Beach Municipal Airport; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver to the State of Florida Department of Transportation the Public Transportation Grant Agreement for the aforementioned project, FPN #451291-1-94-01.

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

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Public Transportation Grant Agreement, FPN #451291-1-94-01, which agreement is more particularly described as:

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/7/2024

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To: Luciana.Taylor@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2Y58

5/21/2024

CONTRACT INFORMATION

Contract:	G2Y58
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF NEW SMYRNA BEACH
Vendor ID:	F596000387001
Beginning Date of This Agreement:	05/29/2024
Ending Date of This Agreement:	06/01/2027
Contract Total/Budgetary Ceiling:	ct = $1,000,000.00
Description:	This project includes the construction of a new admin building on the site of the existing facility. The new facility wi

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 5/21/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	$1,000,000.00
Financial Project:	45129119401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088719/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $1,000,000.00

City Commission Regular Meeting
Tuesday, May 14, 2024 at 6:30 PM
Summary of Action

1. OPENING OF MEETING

Mayor Fred E. Cleveland called the meeting to order at 6:30 PM

City Commission

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

Youth Council Task Force

Present: Member Eden Broomall, Member Peyton Elkind, Member Madalyn Fischer-Carne, Chair Kyla Kavanaugh, Vice Chair Piper Lehmann, Member Abbey McCartha and Member Jeffrey Engel

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin gave the invocation. New Smyrna Beach High School Youth Council Liaison and teacher Paul Woodard led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

No action

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Presentation: Youth Council Task Force Project Presentation

Unanimously approved Riverside Park, 27th Avenue Park, NSB Sports Complex, NSB Pedestrian Trailhead, and the Mary Avenue Tot Lot as locations for the Community Lending Libraries.

Unanimously approved using the City Commission Chambers to host an 8-hour Boating Safety Course conducted by the US Coast Guard Auxiliary for high school students in early June.

Unanimously approved the issuance of an annual Youth Boating Safety Day Proclamation.

4.B Proclamation: National Safe Boating Week

The City Commission presented a proclamation to US Coast Guard Auxiliary members.

The City Commission presented a proclamation to the Youth Council Task Force members.

4.C Proclamation: Florida Emancipation Day

The City Commission presented a proclamation to Ann Harrell, Executive Director of the Black Heritage Museum.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

No action

6. PUBLIC PARTICIPATION

No action

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission Regular and Special Meeting Minutes from April 9, 2024, April 18, 2024, and April 23, 2024.
Unanimously adopted

7.B Resolution No. 30-24: Consider the adoption of a Resolution, which if adopted, would approve a FDOT Grant for the construction of a new Airport Administrative Building.
Unanimously adopted

7.C Consider the approval of the top four ranked firms for award of contracts for the scopes of work needed with RFQ 13-24-AIR and approve the award of contracts to each of the four firms. These firms are Avcon, Inc., Hoyle Tanner, C & S Companies, and Mead Hunt.
Unanimously approved

7.D Consider the approval of the Airport Advisory Board recommendations for changes to the Voluntary Noise Abatement program and other actions suggested by ESA.
Unanimously continued

7.E Resolution No. 31-24: Consider the adoption of a Resolution, which if adopted, would extend the FDEM Grant Modification Contract Time - Elevate 3 Homes Hurricane Irma.
Unanimously adopted

7.F Consider the approval to amend the Pegasus Engineering Contract - Elevate 3 Homes Project (Hurricane Irma).
Unanimously approved

7.G Consider the approval to amend the Pegasus Engineering Contract - Elevate 6 Homes Project.
Unanimously approved

7.H Consider the approval of Change Order #3 - 5th Street Bridge Replacement Project.
Unanimously approved

7.I Consider approval of submission for the opioid abatement funding program.
Unanimously approved

7.J Special Event: Consider the approval of the Casey's NSB/La Terraza Two Tired Pit Stop event, to be held on Saturday June 22, 2024.
Unanimously approved

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the rejection of a bid received for ITB 20-24-CW, Sale of City-Owned Surplus Real Property located at 120 Flagler Avenue.

Unanimously approved to lease or buy, with a 90-day window of advertising, at a cost of $999,000, with a 2% commission fee.

Approved 4-1 by majority vote, with Vice Mayor Perrine voting no, to formulate an option b in the event that the building does not sell or lease, moving the building offsite to a location to be determined, to include traffic improvements to the intersections to be determined.

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Ordinance No. 18-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.065 + acres of land located on Corbin Park Road.
Unanimously adopted

9.B Ordinance No. 19-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment on approximately 0.065 + acres of land changing the Future Land Use to City Medium Density Residential for property located on Corbin Park Road as part of an overall annexation application.
Unanimously adopted

9.C Ordinance No. 20-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.065 + acres of land to R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone on property located on Corbin Park Road as part of an overall annexation application.
Unanimously adopted

9.D Ordinance No. 21-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.32 + acres of land for property located on Pioneer Trail.
Unanimously adopted

9.E Ordinance No. 22-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment on 0.32 + acres of land changing the Future Land Use to City Low Density Residential for property located on Pioneer Trail as part of an overall annexation application.
Unanimously adopted

9.F Ordinance No. 23-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.32 + acres of land to City R-2, Single Family Residential for property located on Pioneer Trail as part of an overall annexation application.
Unanimously adopted

9.G Ordinance No. 24-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 1.1 + acres of land located on Oliver Drive.
Unanimously adopted

9.H Ordinance No. 25-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment on 1.1 + acres of land changing the Future Land Use to City Medium Density Residential for property located on Oliver Drive as part of an overall annexation application.
Unanimously adopted

9.I Ordinance No. 26-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 1.1 + acres of land to City R-2, Single-Family Residential for property located on Oliver Drive as part of an overall annexation application.
Unanimously adopted

9.J Ordinance No. 27-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would authorize the City Commission to grant exemption from City Ad Valorem Property Taxes for up to ten years for certain new and expanded businesses; calling a referendum November 5, 2024, to authorize exemptions.

Adopted 3-2 by majority vote, with Commissioner Martin and Mayor Cleveland voting no

10. ORDINANCES - FIRST READING

10.A Ordinance No. 28-24: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 5.56 + acres of land for property located on Paige Avenue.

City Attorney Avallone read Ordinance No. 28-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for Tuesday, May 28, 2024.

10.B Ordinance No. 29-24: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small Scale Comprehensive Plan amendment changing the Future Land Use on approximately 5.56 + acres of land to City Conservation for property located on Paige Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 29-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for Tuesday, May 28, 2024.

10.C Ordinance No. 30-24: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 5.56 + acres of land to City Conservation for property located on Paige Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 30-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for Tuesday, May 28, 2024.

10.D Ordinance No. 31-24: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 1.48 + acres of land for property located on Paige Avenue.

City Attorney Avallone read Ordinance No. 31-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for Tuesday, May 28, 2024.

10.E Ordinance No. 32-24: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Conservation for property located on Paige Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 32-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for Tuesday, May 28, 2024.

10.F Ordinance No. 33-24: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 1.48 + acres of land to City Conservation for property located on Paige Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 33-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for Tuesday, May 28, 2024.

11. BOARDS AND COMMISSIONS

11.A Code Compliance Board: Consider the appointment of one (1) citizen to serve a three-year term, set to expire on March 3, 2027.

Unanimously appointed Aaron Denys to serve a three-year term, expiring March 3, 2027 as a member of the Code Compliance Board.

12. MAYOR AND COMMISSION REPORTS

No action

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

9:54 PM

THE CITY OF NEW SMYRNA BEACH - AIRPORT

RESOLUTION NO. 30-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE A FDOT GRANT FOR THE CONSTRUCTION OF A NEW AIRPORT ADMINISTRATIVE BUILDING.

May 14, 2024

Background:

On November 14, 2023 commission approved design phase services for a new Airport Administrative Building. Currently the design is nearly 60% complete and is anticipated to go out for bids in July or August with construction starting in the fall of 2024. The new administrative building will be approximately 4000 square feet and will replace the current admin building. The new admin building will be a more inviting space for visitors as they enter New Smyrna Beach. The building will include approximately 500 square feet training/conference room space that can be rented out for additional revenue or used by other city departments. This space will allow the airport to host and participate in meetings with other airport leaders that it previously has not been able to do.

During construction staff will be housed in a temporary trailer on-site with that expense being reimbursable with the FDOT grant.

The FDOT has offered 80% funding up to $2,000,000 with the funding be split between two of their fiscal years. This grant is for the first $1,2500,000 and once bidding has completed FDOT will amend the grant for the remaining balance.

Findings:

Staff recommends approval of the FDOT Grant for PTGA 45129-1-94-01 in the amount of $1,250,000 for the Construction of the Administration Building at New Smyrna Beach Municipal Airport.

Once the signature page has been authorized and sealed FDOT has requested the agreement be scanned and emailed along with the certified copy of the resolution adopting the agreement.

Fiscal Analysis:

Budgeted to 10454201-562202.24ADB
For this grant:

80% (1,000,000) to be reimbursed to the airport fund by the FDOT. Remaining 20% ($250,000) being paid by the airport fund.

For the entire project:
80% ($1,600,000) to be reimbursed to the airport fund by the FDOT. Remaining 20% ($400,000) being paid by the airport fund.

Strategic Plan Item:
No

Staff Report Created By: Tammy Hall

Attachments:

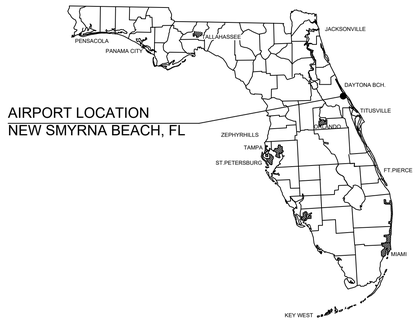
11-14-23 SOA Amendment No. 8.pdf
To Sponsor PTGA 451291-1 Construct Admin Building_EVB.pdf
NSB Terminal Building Sketch.pdf
Admin. Bldg. Conceptual Design_032624.pdf
Res 30-24 FDOT Grant New Airport Admin Bldg.pdf

NEW SMYRNA BEACH MUNICIPAL AIRPORT

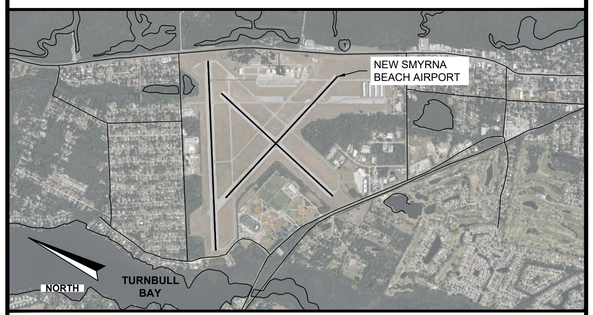
NEW SMYRNA BEACH, FLORIDA

BID DRAWINGS

AIRPORT ADMINISTRATION BUILDING

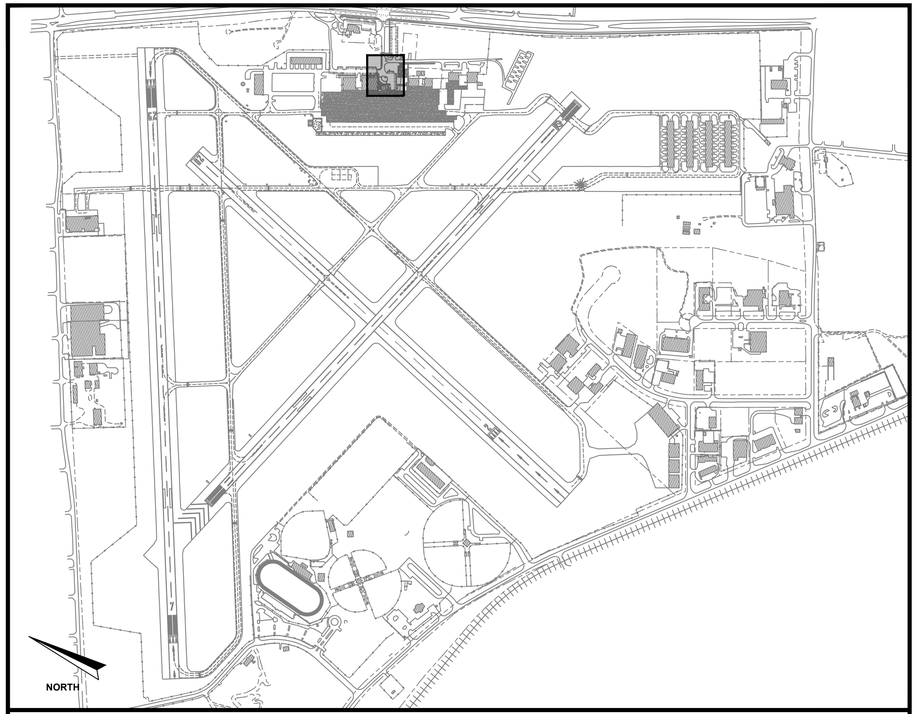


LOCATION MAP



VICINITY MAP

N.T.S.



PROJECT MAP

N.T.S.

BID DRAWINGS

FDOT FM NO.	**451291-1-94-01**
NEW SMYRNA BEACH PROJECT NO.	**XXXXX**
AVCON PROJECT NO.	**2023.287.06**

DATE **DECEMBER 2024**

REVISIONS

NO.	DATE	DESCRIPTION

PLANS PREPARED BY:

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SHEET NOTES

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL FIELD LOCATE, VERIFY, AND FURTHER IDENTIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (IDENTIFIED ON THE PLANS OR NOT) AFFECTING ANY COMPONENT OF WORK HEREIN PRIOR TO THE START OF ANY CONSTRUCTION. DISCREPANCIES, CONFLICTS, OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION.

2. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO THE START OF ANY CONSTRUCTION. SPECIAL ATTENTION SHALL BE TAKEN WITH THOSE EXISTING UTILITIES, STRUCTURES OR FEATURES (IDENTIFIED ON THE PLANS OR NOT) THAT MAY POTENTIALLY CONFLICT OR CROSS PROPOSED DESIGN COMPONENTS (I.E., AIRFIELD ELECTRICAL, STORM SEWERS, SANITARY SEWERS, WATER MAINS, COMMUNICATION LINES, HIGH POWER TRANSMISSION LINES, BUILDING FOUNDATIONS, ETC) AND ANY DISCREPANCIES, CONFLICTS, OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION. ANY COST ASSOCIATED WITH THE LOCATION OF EXISTING UTILITIES AS OUTLINED ABOVE IS THE RESPONSIBILITY OF THE CONTRACTOR.

3. ERRORS OR OMISSIONS - DO NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION DISCOVERED IN THE CONTRACT DOCUMENTS, BUT IMMEDIATELY NOTIFY THE ENGINEER OF SUCH DISCOVERY. THE ENGINEER WILL THEN MAKE SUCH CORRECTIONS AND INTERPRETATIONS AS NECESSARY TO REFLECT THE ACTUAL SPIRIT AND INTENT OF THE CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48-HOURS NOTICE TO THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES.

5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION, AND ANY DISTURBED MONUMENTATION SHALL BE RESTORED AT CONTRACTOR'S EXPENSE BY A SURVEYOR SELECTED BY THE OWNER.

6. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND PASS ALL TESTING OR INSPECTION REQUIREMENTS PRIOR TO ROAD BASE AND/OR SURFACE IMPROVEMENT CONSTRUCTION.

7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMITS AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS AND TESTING ACCORDING TO AGENCY REQUIREMENTS.

8. ALL WORK PERFORMED SHALL COMPLY WITH THE CODES, STANDARDS, REGULATIONS AND REQUIREMENTS OF THE VOLUSIA COUNTY LAND DEVELOPMENT CODE AND ENGINEERING STANDARDS, PLUS THE CURRENT EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND UTILITY CONSTRUCTION, PLUS THE REGULATIONS AND ORDINANCES OF THE VARIOUS OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.

9. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO THE ENGINEER FOR APPROVAL. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION COULD RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. THE ENGINEER'S REVIEW OF THE SHOP DRAWINGS IS FOR CONFORMITY WITH THE CONTRACT DOCUMENTS AND DOES NOT INCLUDE AN IN-DEPTH CHECK FOR THE ABILITY OF THE CONTRACTOR TO PERFORM THE WORK IN A SAFE OR EFFICIENT MANNER. THE ENGINEER'S REVIEW OF THE SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR DIMENSIONAL ACCURACY TO ENSURE FIELD FIT AND CONFORMITY OF THE VARIOUS COMPONENTS AND DETAILS.

10. CONTRACTOR SHALL KEEP ENGINEER ADVISED OF CONSTRUCTION SCHEDULE CHANGES SO THAT ENGINEER CAN PROVIDE CONSTRUCTION CERTIFICATIONS TO JURISDICTIONAL AGENCIES.

11. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON OR ADJACENT TO THE SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.

12. SAFETY - DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR THEIR REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

13. DURING THE COURSE OF THIS PROJECT, THE CONTRACTOR WILL BE EXPECTED TO CROSS ACTIVE AIRPORT PAVEMENT TO MAINTAIN SAFETY EQUIPMENT AND MEASURES AROUND THE SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERGO THE PROPER RADIO TRAINING NECESSARY TO EFFECTIVELY COMMUNICATE WITH THE AIRPORT TOWER STAFF VIA RADIO WHEN CROSSING ACTIVE PAVEMENT.

14. CONTRACTOR SHALL PROVIDE ALL EQUIPMENT NECESSARY FOR DEWATERING. DISCHARGE WATER FROM DEWATERING SHALL BE CLEAR WITH NO VISIBLE SOIL PARTICLES. DISCHARGE WATER FROM DEWATERING SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT WILL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, OR CREATE PONDING. THE OPERATION SHALL NOT CAUSE ANY DAMAGE TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS. THE DEWATERING OPERATION SHALL COMPLY WITH THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES, A PRE-WORK MEETING WILL BE CONDUCTED WITH THE OWNER, THE CONTRACTOR, AND THE ENGINEER PRIOR TO BEGINNING ANY SITE EXCAVATION.

15. "AS-BUILT" PLANS FOR THE PROPOSED CONSTRUCTION SHALL BE PROVIDED UPON THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE OWNER'S ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A FLORIDA REGISTERED PROFESSIONAL SURVEYOR. AS-BUILT DRAWINGS SHALL BE COMPLETED ON EXISTING DRAWINGS AND ALL PROPOSED LOCATIONS AND ELEVATIONS SHALL BE UPDATED WITH AS-BUILT INFORMATION.

16. PIPE LENGTHS SHOWN ARE APPROXIMATE AND SHOULD BE ORDERED FROM FIELD STAKED QUANTITIES. PLAN PIPE LENGTHS ARE MEASURED AS DETAILED IN THE CORRESPONDING SPECIFICATIONS.

17. THESE DRAWINGS HAVE BEEN PREPARED, IN PART, BASED UPON RECORD DRAWINGS AND/OR CAD FILES FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THOSE UTILIZING THE INFORMATION ON THESE DRAWINGS ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY PURPOSE.

18. ALL AREAS DISTURBED AS A RESULT OF THE CONTRACTOR'S STAGING AND CONSTRUCTION OPERATIONS SHALL BE RESTORED EQUAL TO OR BETTER THAN ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

19. ALL DIRT, DUST, STONES AND LOOSE DEBRIS SHALL BE CONTINUOUSLY REMOVED FROM ALL PAVED SURFACES DURING THIS CONTRACT.

20. ALL OF THE CONTRACTOR'S OPERATIONS SHALL REMAIN ON AIRPORT PROPERTY AT ALL TIMES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE ALLOWED ON ADJACENT PROPERTY.

21. THE CONTRACT DOES NOT ALLOW FOR PRICE INCREASES DUE TO ESCALATION IN COST OF UNIT BID ITEMS. THE CONTRACTOR SHALL TAKE THIS INTO CONSIDERATION WHEN PREPARING UNIT PRICES FOR BID.

22. THE CITY OF NEW SMYRNA RESERVES THE RIGHT TO ELIMINATE ANY ITEMS OF THE CONTRACT AND PERFORM THESE ITEMS WITH COUNTY SUPPLIED FORCES AND MATERIALS IN ACCORDANCE WITH SECTION 40 OF THE GENERAL PROVISIONS.

23. ALL ELEVATIONS REFER TO NAVD 88 VERTICAL DATUM. COORDINATES REFER NAD 83 HORIZONTAL DATUM.

24. THE TOPOGRAPHIC FEATURES SHOWN HEREON WERE COMPILED FROM A FIELD SURVEY PERFORMED BY DEWBERRY DATED 01/31/2024.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FAILED QA TESTING REGARDLESS OF THE REASON FOR FAILURE. THE CONTRACTOR SHALL ENSURE AREAS ARE PASSING OR ABLE TO PASS PRIOR TO REQUESTING QA TESTING.

26. WHEN CUTTING CORES DURING ASPHALT QC TESTING, THE CONTRACTOR SHALL MAKE ANY AND ALL NECESSARY EFFORTS TO REMOVE SAWCUT SLURRY DURING CORE DRILLING. IF SLURRY REMAINS AFTER CUTTING OPERATIONS, THE CONTRACTOR SHALL RINSE/WASH THE ASPHALT SURFACE. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR SLURRY REMOVAL OR CLEANUP. IT SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL PORTION OF THE QC TESTING PROCEDURE.

27. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE ON CALL AT ALL TIMES FOR EMERGENCY MAINTENANCE OF ON AIRPORT HAZARD LIGHTING AND BARRICADES.

GRADING NOTES:

1. SELECTIVE GRADING SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER AND WILL BE PAID IN ACCORDANCE WITH ITEM P-152.

2. THE QUANTITY OF UNCLASSIFIED EXCAVATION, ITEM P-152, INCLUDES 100 CY OF UNDERCUT EXCAVATION WHICH WILL BE USED ONLY WHEN DIRECTED BY THE ENGINEER.

3. THE QUANTITY OF LIME ROCK BASE COURSE, ITEM P-211, INCLUDES 100 CY FOR REPLACEMENT OF UNDERCUT EXCAVATION WHICH WILL BE USED ONLY WHEN DIRECTED BY THE ENGINEER.

4. ALL SPOIL MATERIAL WHICH IS SUITABLE FOR EMBANKMENT AND EXCESS TOPSOIL SHALL BE DISPOSED OF ON AIRPORT PROPERTY AS SHOWN ON THE CONTRACT DRAWINGS, UNLESS OTHERWISE DIRECTED BY THE AIRPORT AUTHORITIES. SPOIL MATERIAL WHICH IS NOT SUITABLE FOR EMBANKMENT SHALL BE DISPOSED OF OFF AIRPORT.

5. EMBANKMENTS SHALL BE CONSTRUCTED WITH SUITABLE ON-SITE MATERIAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

6. THE LIMITS FOR HYDROSEEDING OR SODDING ARE THE LIMITS OF GRADING SHOWN ON THE GRADING PLANS. ALL AREAS OUTSIDE OF THE GRADING LIMITS WHICH ARE DISTURBED SHALL BE RESTORED, WITH SOD, BY THE CONTRACTOR AT HIS OR HER EXPENSE.

7. THE COST OF MEASURES AND PRACTICES FOR COMPLIANCE WITH POLLUTION, EROSION, AND SILTATION CONTROL SUCH AS AIR POLLUTION PREVENTION, WATER POLLUTION PREVENTION, TEMPORARY SEEDING, TEMPORARY MULCHING, CONSTRUCTION ROAD STABILIZATION, DUST CONTROL, PROTECTING VEGETATION, AND EROSION AND SILTATION CONTROL PRACTICES DUE TO THE CONTRACTOR'S MEANS AND METHODS, SHALL BE INCLUDED IN ITEM C-102 UNDER PAYMENT FOR TEMPORARY AIR & WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL.

8. ALL SOIL EROSION AND SEDIMENT CONTROL DEVICES AND MATERIALS SHALL BE IN PLACE PRIOR TO BEGINNING EARTHWORK OPERATIONS AND SHALL BE MAINTAINED UNTIL THE NEW SLOPES ARE STABILIZED WITH SODDING AND/OR SLOPE PROTECTION.

9. ALL GRADING AREAS SHALL BE RESTORED WITH SOD. ALL AREAS OF SODDING SHALL BE SMOOTH AND FREE OF RUTTING AT THE COMPLETION OF THE PROJECT.

10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ADEQUATE GROWTH OF GRASS FOR ALL AREAS RESTORED WITH SOD. CONTRACTOR SHALL WATER AND MAINTAIN THE SOD AS NECESSARY TO ENSURE CURRENT AND FUTURE GROWTH. FINAL PAYMENTS SHALL NOT BE MADE UNTIL FULL GRASS IS ACHIEVED AS DETERMINED BY THE CONTRACTOR.

PAVING NOTES:

1. ALL AREAS TO BE OVERLAID SHALL BE PREPARED IN ACCORDANCE WITH ITEM P-101, "COLD MILLING EXISTING PAVEMENT, DEPTH VARIES".

2. EMULSIFIED ASPHALT TACK COAT, ITEM P-603, SHALL BE APPLIED PRIOR TO PLACING EACH LIFT OF PAVEMENT, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

3. IN CASES OTHER THAN CENTERLINE JOINTS, LONGITUDINAL PAVING JOINTS IN ONE LAYER SHALL BE OFFSET FROM THAT IN THE PREVIOUS LAYER BY AT LEAST ONE FOOT. THE JOINT AT THE CENTERLINE OF THE PAVEMENT SHALL LINE UP WITH PREVIOUS LAYER CENTERLINE JOINTS.

STORMWATER SYSTEM NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY INVERTS AND LOCATIONS OF THE EXISTING STORM SEWER SYSTEM PRIOR TO SUBMITTAL OF SHOP DRAWINGS AND CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY DISCREPANCY IN INVERTS AND LOCATIONS EXIST. IF THE CONTRACTOR DOES NOT VERIFY INVERTS OR RIM ELEVATIONS PRIOR TO SUBMISSION OF SHOPS DRAWINGS, NO COMPENSATIONS SHALL BE MADE FOR RE-STOCKING FEES OR RETURNS OF INCORRECT DRAINAGE INFRASTRUCTURE.

2. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, PRODUCT INFORMATION/CUT SHEETS, AND/OR CERTIFICATIONS FOR ALL STORM WATER STRUCTURES, STORM SEWER PIPES, AND CONCRETE DESIGN MIX. SHOP DRAWING REVIEW SHALL BE COMPLETED BY THE ENGINEER TO CONFIRM DESIGN INTENT AND CONCURRENCE WITH THE CONTRACT DRAWINGS, HOWEVER IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXISTING INVERTS AND RIM ELEVATIONS PRIOR TO THE SUBMISSION OF SHOP DRAWINGS.

3. THE CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS TO MAINTAIN EXISTING STORM SEWER SYSTEM IN SERVICE.

4. SURFACE DRAINAGE SHALL BE DIVERTED FROM EXCAVATIONS, AND STOCKPILE AREAS SUCH THAT PROPER SITE CONDITIONS ARE MAINTAINED AND EROSION DUE TO RAIN RUN-OFF OR SEEPAGE IS PREVENTED OR MINIMIZED.

UTILITY SYSTEM NOTES:

1. CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY OWNERS AND FLORIDA'S "SUNSHINE ONE-CALL" SYSTEM 72-HRS PRIOR TO STARTING CONSTRUCTION. COST OF REPLACEMENT AND REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE CONTRACTOR'S RESPONSIBILITY.

2. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS FOR PERFORMING WORK INVOLVED IN CONNECTION WITH THE DISCONTINUANCE OR INTERRUPTION OF ALL UTILITIES UNDER THE JURISDICTION OF THE UTILITY COMPANIES.

3. EXISTING OUT-OF-SERVICE BURIED UTILITIES ENCOUNTERED WITHIN THE PROPOSED PROJECT SHALL BE REMOVED WHEN LOCATED WITHIN THE EXCAVATED AREA.

4. CONFLICTS BETWEEN UNDERGROUND UTILITIES, I.E. WATER, ELECTRICAL, COMMUNICATIONS, AND STORM OR SANITARY SEWERS SHALL BE RESOLVED BY ADJUSTING THE UNDERGROUND UTILITIES AS APPROVED BY THE ENGINEER, AND IS INCLUSIVE IN CONTRACTORS COST.

5. CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AT ALL INTERSECTIONS OF PROPOSED WORK WITH EXISTING UTILITIES. THE EXPLORATORY EXCAVATIONS SHALL BE MADE A MINIMUM OF 72-HRS IN ADVANCE OF THE PROPOSED WORK, AND PRIOR TO SHOP DRAWINGS SUBMITTALS, WHEN APPLICABLE. INFORMATION TO BE FURNISHED BY THE CONTRACTOR SHALL INCLUDE: LOCATION, ELEVATION, UTILITY TYPE, MATERIAL AND SIZE.

6. UTILITY APPURTENANCES SHALL MEET THE FOLLOWING REQUIREMENTS: A) BE AESTHETICALLY ACCEPTABLE. B) IN COMPLIANCE WITH INDUSTRY AND MANUFACTURER'S STANDARDS. C) PLACED IN AREA WITH THE MINIMUM INTERFERENCE TO THE OPERATION AND MAINTENANCE OF THE SITE. D) NOT IN CONFLICT WITH OTHER FACILITIES.

7. CONTRACTOR SHALL PROVIDE FOR THE TEMPORARY SUPPORT AND PROTECTION OF EXISTING UTILITIES WITHIN THE WORK ZONE. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ADEQUACY OF THESE METHODS I.E. ALL SHEETING, SHORING, AND BRACING SYSTEMS.

8. THE CONTRACTOR SHALL PROVIDE APPLICABLE TEST RESULTS FOR THE PURPOSE OF CERTIFICATIONS REQUIRED BY THE FDEP OR OTHER GOVERNING AGENCY HAVING JURISDICTION. TESTING AND CERTIFICATION SHALL INCLUDE BUT ARE NOT LIMITED TO: WATER LINE, COMMUNICATION LINE, POWER/ELECTRICAL LINE, SANITARY SEWERS TRENCH BACKFILL AND COMPACTION, PAVING MATERIALS.

ELECTRICAL NOTES:

1. ALL ELECTRICAL WORK SHALL CONFORM TO APPLICABLE LOCAL, STATE AND NATIONAL ELECTRICAL CODES.

2. THE ELECTRICAL CHARACTERISTICS OF PROPOSED EQUIPMENT SHALL BE VERIFIED TO BE COMPATIBLE WITH EXISTING EQUIPMENT MANUFACTURER PRIOR INSTALLATION.

3. ABANDONED CABLES MAY EXIST IN THE VICINITY OF THE PROPOSED WORK. IF ENCOUNTERED, CONTRACTOR SHALL VERIFY THAT THEY ARE ABANDONED PRIOR TO REMOVAL. IF THEY ARE NOT ABANDONED, CABLES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE IF DAMAGED.

4. ITEMS OF SPECIFIC MANUFACTURE SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS AND OR MANUFACTURER'S REPRESENTATIVE DIRECTIONS.

5. ALL GROUND CONNECTIONS SHALL BE MADE USING EXOTHERMIC CONNECTIONS.

6. ALL CABLE CONNECTIONS SHALL BE MADE AT LIGHT UNITS OR AT ENDS OF DUCT BANKS UNLESS DIRECTED OTHERWISE BY THE ENGINEER.

7. ALL ELECTRICAL EQUIPMENT REMOVED WHICH IS DESIRED BY THE OWNER TO BE SALVAGED SHALL BE TURNED OVER TO THE OWNER. THE EQUIPMENT SHALL BE STOCKPILED AT A LOCATION DESIGNATED BY THE OWNER IN PROPER WORKING CONDITION. ALL OTHER MATERIALS SHALL BE SPOILED OFF AIRPORT PROPERTY AT A PROPER DISPOSAL SITE AT THE CONTRACTOR'S EXPENSE.

SHEET INDEX

SHEET NO.	SHEET REFERENCE	TITLE
1	G001	COVER SHEET
2	G002	GENERAL NOTES, ABBREVIATIONS AND SHEET INDEX
3	GC101	CONSTURCTION SAFETY AND PHASING PLAN
4	GC501	CONSTRUCTION SAFETY AND PHASING PLAN DETAILS
5	CE101	EXISTING CONDITIONS PLAN
6	CD101	DEMOLITION PLAN
7	CS101	GEOMETRY AND MARKING PLAN
8	CS501	GEOMETRY AND MARKING PLAN DETAILS
9	CG101	GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN
10	CG302	TYPICAL GRADING SECTIONS
11	CG501	GRADING, DRAINAGE AND SOIL EROSION CONTROL PLAN DETAILS
12	CG502	RESTORATION AND LANDSCAPING PLAN
13	CU101	UTILITY PLAN
14	CU501	UTILITY PLAN DETAILS
15	CU502	UTILITY PLAN DETAILS
16	CU503	UTILITY PLAN DETAILS
17	S1	STRUCTURAL NOTES & DETAILS
18	S2	STRUCTURAL DETAILS
19	S3	FOUNDATION PLAN
20	S4	FOUND. & LINTEL DETAILS
21	S5	LINTEL PLAN
22	S6	TRUSS FRAMING PLAN
23	S7	STRUCTURAL SECTIONS
24	A001	ARCHITECTURAL INFORMATION
25	A010	ABBREVIATED ARCHITECTURAL SPECIFICATIONS
26	A011	ABBREVIATED ARCHITECTURAL SPECIFICATIONS
27	A012	ABBREVIATED ARCHITECTURAL SPECIFICATIONS
28	A013	ABBREVIATED ARCHITECTURAL SPECIFICATIONS
29	A100	LIFE SAFETY PLAN
30	A101	PROPOSED FLOOR PLAN
31	A201	TOILET ACCESSORIES, SCHEDULE AND INT. ELEVS.
32	A301	FINISHED FLOOR PLAN
33	A321	DOOR AND WINDOW TYPES AND DETAILS
34	A401	REFLECTED CEILING PLAN
35	A501	ROOF PLAN
36	A601	EXTERIOR ELEVATIONS
37	A701	BUILDING SECTIONS
38	A710	WALL SECTIONS
39	A801	SIGNAGE PLAN AND DETAILS
40	A802	MILLWORK AND INTERIOR ELEVATIONS
41	A901	MISCELLANEOUS DETAILS
42	A902	MISCELLANEOUS DETAILS
43	M000	MECHANICAL LEGEND
44	M001	MECHANICAL SPECIFICATIONS
45	M201	FLOOR PLANS MECHANICAL
46	M301	MECHANICAL SCHEDULES
47	M401	MECHANICAL DETAILS
48	M402	MECHANICAL DETAILS
49	E001	ELECTRICAL LEGEND
50	E002	ELECTRICAL SPECIFICATIONS
51	E201	ELECTRICAL FLOOR PLAN - POWER
52	E301	ELECTRICAL FLOOR PLAN - LIGHTING
53	E401	ELECTRICAL RISER AND SCHEDULES
54	E402	FIRE ALARM RISER DIAGRAM
55	E501	ELECTRICAL DETAILS
56	P001	PLUMBING LEGEND
57	P201	FLOOR PLAN - PLUMBING
58	P202	FLOOR PLAN - PLUMBING
59	P301	PLUMBING RISERS
60	P401	PLUMBING DETAILS AND SCHEDULES

B4 SHEET INDEX

ABAN. - ABANDONED
APP. - APPROXIMATE
ASP - ASPHALT
BL - BASELINE
BLDG - BUILDING
BM - BENCHMARK
CL - CENTERLINE
CCR - CONSTANT CURRENT REGULATOR
CIP - CAST IRON PIPE
CMP - CORRUGATED METAL PIPE
CONC. - CONCRETE
CSP - CORRUGATED STEEL PIPE
D - DIAMETER
E - EASTING
ELL - ELBOW / ARM
ELEV. - ELEVATION
FND. - FOUNDATION
HP - HIGH POINT
INV. - INVERT
JCP - JUNCTION CAN PLAZA
LT- LEFT
LP - LOW POINT
MAX. - MAXIMUM
MES - MITERED END SECTION
M.E.G - MEET EXISTING GRADE
MIN. - MINIMUM
N - NORTHING
NA - NOT ACCEPTABLE
NFPA - NATIONAL FIRE PROTECTION ASSOCIATION
OFA - OBJECT FREE AREA
O.C - ON CENTER
PVMT - PAVEMENT
PC - POINT OF CURVATURE
PCC - PORTLAND CEMENT CONCRETE PAVEMENT
PI - POINT OF INTERSECTION
PL - PROPERTY LINE
PVI - POINT OF VERTICAL INTERSECTION
PVC - POLYVINYL CHLORIDE PIPE
PET - CROSSLINKED POLYETHYLENE PRESSURE TUBING
PVT - POINT OF TANGENCY (VERTICAL CURVE)
R - RADIUS
RCP - REINFORCED CONCRETE PIPE
RGS - RIGID GALVANIZED STEEL
ROFA - RUNWAY OBJECT FREE AREA
RSA - RUNWAY SAFETY AREA
ROW - RIGHT OF WAY
RPZ - RUNWAY PROTECTION ZONE
RT - RIGHT
RWY - RUNWAY
SHDR - SHOULDER
SICPP - SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE
STA. - STATION
TLOFA - TAXILANE OBJECT FREE AREA
TOFA - TAXIWAY OBJECT FREE AREA
TSA - TAXIWAY SAFETY AREA
TWY - TAXIWAY
ABAN. - TYPICAL
UG - UNDERGROUND

A1 GENERAL NOTES

A4 ABBREVIATIONS

** THIS SHEET SHALL BE PRINTED IN COLOR. SHEETS NOT PRINTED IN COLOR ARE INVALID. **

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PROFESSIONAL SEAL

AIRPORT ADMINISTRATION BUILDING

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GENERAL NOTES, ABBREVIATIONS, AND SHEET INDEX

ATTENTION:

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: PV
DRAWN BY: PV, JW
CHECKED BY: DJN
APPROVED BY: DJN
DATE: DECEMBER 2024

FDOT FM NO. 451291-1-94-01
AVCON PROJECT NO. 2023.287.06

CADD: 202328704_GI SERIES

DRAWING
GI002

BID DRAWINGS

XREFS: x2328706_TitleBlock x2328706_BASEMAP
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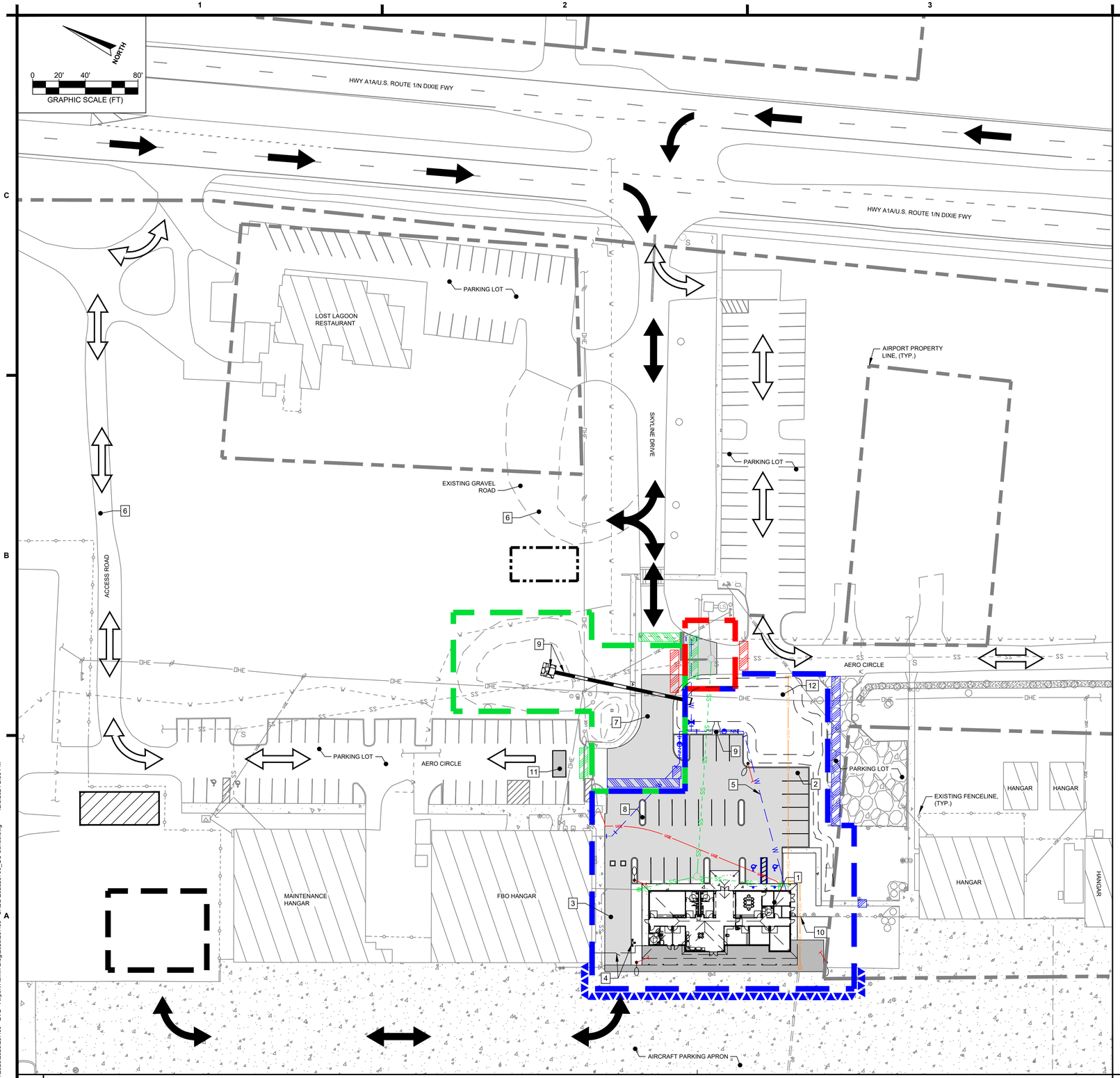

1. NEW, GENERAL AVIATION ADMINISTRATION BUILDING.
2. NEW, GENERAL ADMINISTRATION PARKING LOT. SEE CS SERIES FOR MORE INFORMATION.
3. NEW, 20' WIDE ACCESS ROADWAY.
4. NEW, 4' CHAIN WROUGHT MAN GATE TO BE INSTALLED. SEE CS SERIES FOR MORE INFORMATION
5. NEW, UTILITY INFRASTRUCTURE (TYP.) SEE CU SERIES FOR MORE INFORMATION.
6. THE CONTRACTOR SHALL IMPROVE AND MAINTAIN EXISTING ACCESS ROADS AT THE APPROXIMATE LOCATION SHOWN. PROPOSED ACCESS ROAD MATERIAL SHALL BE MADE OF ASPHALT MILLINGS OR AN APPROPRIATE EQUIVALENT.
7. NEW, TWO-LANE, 24' WIDE ROADWAY.
8. NEW, LANDSCAPED PARKING LOT ISLANDS, (TYP.).
9. NEW, DRAINAGE INFRASTRUCTURE. SEE CG SERIES FOR MORE INFORMATION.
10. NEW, 6' CHAIN WROUGHT IRON FENCE, (TYP.).
11. OWNER TO COORDINATE WITH ADJACENT TENANT FOR PASSENGER ARRIVAL AND DROPOFF LOCATION.
12. NEW DRY RETENTION POND, SEE CG SERIES FOR MORE INFORMATION.

WORK AREA A

WORK AREA B1

WORK AREA B2

CONTRACTOR LAY-DOWN AND PERSONAL VEHICLE PARKING AREA

CONTRACTOR ALTERNATE STOCKPILE MATERIAL STORAGE AREA

TEMPORARY ADMINISTRATION TRAILER LOCATION

CONTRACTOR ACCESS ROUTE, (TYP.)

GENERAL TENANT ACCESS ROUTE, (TYP.)

LOW-PROFILE BARRICADES INTENDED FOR WORK AREA A, INCIDENTAL TO ITEM GP-80. SEE DETAIL C3/GC501

CONSTRUCTION BARRICADES (DRUM) INTENDED FOR WORK AREA A, INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE. SEE DETAIL B3/GC501

CONSTRUCTION BARRICADES (DRUM) INTENDED FOR WORK AREA B1, INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE. SEE DETAIL B3/GC501

CONSTRUCTION BARRICADES (DRUM) INTENDED FOR WORK AREA B2, INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE. SEE DETAIL B3/GC501

WORK AREA A:

1. WORK AREA A SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO THE FULL DEMOLITION OF THE EXISTING AIRPORT ADMINISTRATION BUILDING, DRAINAGE IMPROVEMENTS, EXCAVATION/GRADING, PAVING OPERATIONS, UTILITY WORK, FOUNDATION WORK, BUILDING CONSTRUCTION, LANDSCAPING, AND MARKINGS.
2. AERO CIRCLE AND SKYLINE DRIVE WILL REMAIN OPEN DURING ALL OPERATIONS. WORK IN THIS AREA SHALL BE LIMITED TO **200 CALENDAR DAYS.** THE START DATE FOR WORK AREA A SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CLOSELY COORDINATE WITH THE CITY AND THE AIRPORT TO EXECUTE THE CLOSURE.
3. EXISTING LANDSIDE AND AIRSIDE PAVEMENT DISTURBED BY WORK IN WORK AREA A SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.
8. **AIRPORT PERIMETER FENCE SHALL BE MAINTAINED THROUGHOUT THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A SECURED AIRFIELD AT ALL TIMES. IF THE CONTRACTOR'S SCHEDULE OR PLANNED SEQUENCE OF EVENTS RESULT IN AN UNSECURED AIRFIELD IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE NECESSARY ARRANGEMENTS TO PROVIDE TEMPORARY FENCING OR TEMPORARY GATES, AND TEMPORARY AIRFIELD SECURITY PLANS SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER FOR REVIEW AND APPROVAL. COSTS ASSOCIATED WITH THE TEMPORARY FENCING, TEMPORARY GATES, AND TEMPORARY AIRFIELD SECURITY PROVISIONS SHALL BE INCIDENTAL TO ITEM GP-80 CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE.**

WORK AREA B1:

1. WORK AREA B1 SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO EXCAVATION/GRADING, PAVING OPERATIONS, UTILITY WORK, AND MARKINGS.
2. WORK AREA B1 SHALL REQUIRE A PARTIAL CLOSURE OF AERO CIRCLE AND WILL BE LIMITED TO **5 CALENDAR DAYS.** THE START DATE FOR WORK AREA B1 SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE. **WORK AREA B1 SHALL BE CONCURRENT WITH WORK AREA A.**
3. EXISTING LANDSIDE PAVEMENT DISTURBED BY WORK IN WORK AREA SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.
4. WORK AREA B1 SHALL BE CONCURRENT WITH WORK AREA A, BUT NOT CONCURRENTLY WITH WORK AREA B2.

WORK AREA B2:

1. WORK AREA B2 SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO EXCAVATION/GRADING, PAVING OPERATIONS, AND UTILITY WORK.
2. WORK AREA B2 SHALL REQUIRE A FULL CLOSURE AT THE INTERSECTION OF SKYLINE DRIVE AND AERO CIRCLE AND WILL BE LIMITED TO **15 CALENDAR DAYS.** THE START DATE FOR WORK AREA B2 SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE. **WORK AREA B2 SHALL BE CONCURRENT WITH WORK AREA A.**
3. EXISTING LANDSIDE PAVEMENT DISTURBED BY WORK IN WORK AREA SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.
4. WORK AREA B2 SHALL BE CONCURRENT WITH WORK AREA A, BUT NOT CONCURRENTLY WITH WORK AREA B1.

A1 CONSTRUCTION SAFETY AND PHASING PLAN

A4 KEYED NOTES, SHEET LEGEND, AND NOTES

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AIRPORT ADMINISTRATION BUILDING

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: PV
DRAWN BY: PV, JW
CHECKED BY: DJN
APPROVED BY: DJN
DATE: DECEMBER 2024

FDOT FM NO. 451291-1-94-01
AVCON PROJECT NO. 2023.287.06

CADD: 202328706_GC SERIES

DRAWING
GC101

BID DRAWINGS

XREFS: x2328706_TitleBlock x2328706_BASEMAP x2328706_Geometry x2328706_Markings x2328706_CSPP x2328706_Proposed Utilities x2328706_Proposed Drainage
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GENERAL NOTES

1. ALL VEHICLES IN THE CONSTRUCTION AREA MUST BE EQUIPPED WITH AN ORANGE AND WHITE CHECKERED FLAG ON THE HIGHEST POINT OR A FLASHING/ROTATING AMBER CONSTRUCTION BEACON.

2. ACCESS TO THIS PROJECT REQUIRES USE OF EXISTING CITY AND AIRPORT ROADS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL ACCESS SURFACES REMAIN CLEAN AND CLEAR OF DIRT AND DEBRIS AT ALL TIMES.

3. ADDITIONALLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE INFLICTED UPON THE ACCESS ROUTES OVER THE DURATION OF THE PROJECT. THE ENGINEER/OWNER SHALL DOCUMENT THE EXISTING CONDITION AND POST-CONDITION OF ALL ACCESS ROUTES. ANY MEASURABLE DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

4. THE CONTRACTOR SHALL CONDUCT ALL WORK IN ACCORDANCE WITH FAA ADVISORY CIRCULAR AC 150/5370-2, LATEST EDITION AND FDOT MOT SPECIFICATIONS WHEN NECESSARY.

5. THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR CONTACT INFORMATION OF KEY AIRPORT PERSONNEL.

6. THE BARRICADES INDICATED ON THE PLAN REPRESENT THE TRAFFIC CONTROL REQUIRED DURING CONSTRUCTION. IN THE EVENT THAT MORE TRAFFIC CONTROL IS REQUIRED DURING CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE NUMBER AND LOCATION OF BARRICADES REQUIRED TO KEEP THE ACTIVE WORK AREA PROTECTED.

7. THE CONTRACTOR IS REQUIRED TO SUBMIT A SAFETY PLAN COMPLIANCE CERTIFICATION (SPCC). THIS DOCUMENT CERTIFIES THAT THE CONTRACTOR HAS READ AND UNDERSTANDS THE SAFETY AND PHASING REQUIREMENTS OF THE PROJECT. ADDITIONALLY THE CONTRACTOR AGREES TO FOLLOW THE RULES AND REQUIREMENTS OF THIS SAFETY AND PHASING PLAN, THE CONTRACT DOCUMENTS AND THE REQUIREMENTS OF FAA ADVISORY CIRCULAR 150/5370-2, LATEST EDITION. A NOTICE TO PROCEED (NTP) WILL NOT BE ISSUED UNTIL THE SPCC IS SUBMITTED.

8. NO BADGING IS REQUIRED FOR THIS PROJECT/AIRPORT, HOWEVER THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH THE OWNER FOR ACCESS THROUGH THE AUTOMATED GATES.

9. SHOP VAC SHALL BE IN CONTINUOUS USE WHEN REMOVING ASPHALT SLURRY DURING PAVEMENT CORE TESTING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AND OPERATE THE SHOP VAC.

10. ANY STOCKPILED MATERIALS AND EQUIPMENT VEHICLES ON SITE ARE NOT PERMITTED WITHIN THE RSA OR ROFA OF AN OPERATIONAL RUNWAY, UNLESS GIVEN PROPER APPROVAL FROM THE RPR, AIRPORT STAFF AND ATCT.

11. THE CONTRACTOR SHALL BE REQUIRED TO HAVE A QUALIFIED REPRESENTATIVE ON SITE THAT CAN PROPERLY COMMUNICATE WITH THE ATCT STAFF VIA RADIO COMMUNICATIONS AT ALL TIMES. RADIO FREQUENCY SHALL BE SET TO 121.325 AT ALL TIMES DURING CONSTRUCTION OPERATION DAYS. ANY CONTRACTOR VEHICLES PRESENT ON THE CONSTRUCTION SITE WILL BE REQUIRED TO HAVE THEIR VEHICLES EQUIPPED WITH RADIOS. BASED ON THE RESPECTIVE WORK AREA, PORTIONS OR ALL OF THE AIRPORT WILL REMAIN OPEN AND ACTIVE DURING THE COURSE OF THIS PROJECT. MAINTAINING OPEN LINES OF COMMUNICATION WITH THE TOWER IS REQUIRED AT ALL TIMES.

12. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE EXISTING ASPHALT FROM ANY OIL SPILLS, GAS LEAKS, ETC. ANY DAMAGE TO THE ASPHALT DUE TO THE MARKER, SHALL BE REPAIRED. ALL COSTS ASSOCIATED WITH THE REPAIR SHALL BE BOURNE BY THE CONTRACTOR.

13. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE ON CALL AT ALL TIMES FOR EMERGENCY MAINTENANCE OF ON AIRPORT HAZARD LIGHTING, RUNWAY CLOSURE MARKERS, AND BARRICADES.

14. DURING THE COURSE OF THIS PROJECT THE CONTRACTOR WILL HAVE TO CROSS OVER EXISTING ASPHALT PAVEMENT AREAS TO ACCESS THE DESIGNATED PLAN WORK AREAS. CONTRACTOR SHALL TAKE EXTRA PRECAUTIONS TO AVOID PAVEMENT DAMAGE. ANY PAVEMENT AREAS OUTSIDE OF THE PROJECT RECONSTRUCTION LIMITS THAT HAS BEEN ALTERED OR DAMAGED AS A RESULT OF WORK WILL BE RESTORED TO ORIGINAL CONDITION OR BETTER, AT THE CONTRACTOR'S EXPENSE.

15. EXCESS ASPHALT MILLINGS SHALL BE DELIVERED TO THE PREFERRED STOCKPILE LOCATION FOR THE NEW SMYRNA BEACH MUNICIPAL AIRPORT LOCATED NEAR THE CORNER OF INDUSTRIAL PARK AVE AND TURNBULL BAR RD, UNLESS OTHERWISE SPECIFIED BY THE OWNER OR THE ENGINEER. IN THE EVENT THAT A SECONDARY MILLINGS STOCKPILE LOCATION IS SELECTED, IT SHALL REMAIN WITHIN A 5 MILE RADIUS FROM AIRPORT PROPERTY. NO ADDITIONAL MEASUREMENT OR PAYMENT SHALL BE MADE FOR HAULING, MOVING OR PLACING MILLINGS AS DIRECTED UNDER THIS CONTRACT.

16. ANY CONTRACTOR VEHICLES PRESENT ON THE CONSTRUCTION SITE WILL BE REQUIRED TO HAVE THEIR VEHICLES EQUIPPED WITH RADIOS, THE APPROPRIATE VEHICLE LIGHTING, AND VEHICLE IDENTIFYING MARKING IN ACCORDANCE WITH THE CONTRACT AND CONSTRUCTION SAFETY AND PHASING PLAN DOCUMENT. RADIO FREQUENCY SHALL BE SET TO 121.325 AT ALL TIMES DURING CONSTRUCTION OPERATION DAYS. ADDITIONALLY, CONTRACTOR PERSONNEL SHALL BE TRAINED TO SPEAK ON THE RADIO FOR PURPOSES OF COMMUNICATING WITH ATCT PERSONNEL. THE AIRFIELD WILL REMAIN OPEN AND ACTIVE DURING THE WORK OF THIS PROJECT. MAINTAINING OPEN LINES OF COMMUNICATION WITH THE TOWER IS REQUIRED AT ALL TIMES.

17. IN THE EVENT THAT BARRICADING, TEMPORARY FENCING, AND PROVIDING ESCORTS ARE INSUFFICIENT IN RESTRICTING MOVEMENT OF CONSTRUCTION VEHICLES AND PERSONNEL TO PERMITTED CONSTRUCTION AREAS, FLAGGERS MAY BE NECESSARY. IN SUCH EVENT, FLAGGERS SHALL BE AS REQUIRED BY THE OWNER AND FAA ADVISORY CIRCULARS. THE COST FOR PROVIDING FLAGGERS SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.

18. THE CONTRACTOR SHALL KEEP ALL ACTIVE PAVEMENT SURFACES (AIRSIDE AND LANDSIDE) CLEAN AND FREE OF DEBRIS. A POWER BROOM AND/OR SWEEPER TRUCK SHALL BE ON SITE AND AVAILABLE AT ALL TIMES FOR CLEANING OF PAVEMENT SURFACES. NO DIRECT PAYMENT SHALL BE MADE FOR THE CLEANING AND MAINTAINING OF EXISTING PAVEMENT SURFACES, AS IT IS A NECESSARY AND INCIDENTAL PORTION OF THE WORK.

19. THE CONTRACTOR SHALL PROVIDE A WATER TRUCK AS NEEDED, AND AS DIRECTED BY THE ENGINEER FOR DUST CONTROL. NO DIRECT PAYMENT SHALL BE MADE FOR CONSTRUCTION SITE DUST CONTROL, AS IT IS A NECESSARY AND INCIDENTAL PORTION OF THE WORK.THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH THE AIRPORT OR THE COUNTY TO ACQUIRE A CONSTRUCTION WATER METER. PAYMENTS FOR WATER USED SHALL BE MADE DIRECTLY TO THE OWNER. NO COMPENSATION SHALL BE MADE SPECIFICALLY FOR WATER USAGE. THE COST FOR WATER SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR ITEM GP-80, CONSTRUCTION SAFETY PHASING PLAN.

20. IT SHALL THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A SAFE AND SECURE AIRFIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SITE ACCESS AND PROPER SECURITY OF CONSTRUCTION ACCESS GATES.

21. THE START DATE FOR PROPOSED WORK SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE.

22. IN THE EVENT THAT THE CONTRACTOR'S ACCESS ROUTE IS UNAVAILABLE AT THE TIME OF CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE BEST WAY TO ACCESS THE CONTRACTOR'S STAGING, LAY-DOWN, STOCKPILE, AND PERSONAL VEHICLE PARKING AREA.

23. THE CONTRACTOR SHALL KEEP ALL ACTIVE PAVEMENT SURFACES (AIRSIDE AND LANDSIDE) CLEAN AND FREE OF DEBRIS. A POWER BROOM AND/OR SWEEPER TRUCK SHALL BE ON SITE AND AVAILABLE AT ALL TIMES FOR CLEANING OF PAVEMENT SURFACES. NO DIRECT PAYMENT SHALL BE MADE FOR THE CLEANING AND MAINTAINING OF EXISTING PAVEMENT SURFACES, AS IT IS A NECESSARY AND INCIDENTAL PORTION OF THE WORK.

24. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL DEVICES NECESSARY TO BE INSTALLED ALONG THE NEW AIRPORT FDOT ROADWAY DURING CONSTRUCTION AND FDOT MAINTENANCE OF TRAFFIC REQUIREMENTS.

25. EXISTING PAVEMENT DISTURBED BY WORK IN THE DESIGNATED WORK AREA SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER. ALL COSTS ASSOCIATED WITH THE RESTORATION OF ANY DISTURBED PAVEMENT SHALL BE BORNE BY THE CONTRACTOR.

26. THE CONTRACTOR, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS AND ANY OTHER UNAUTHORIZED PERSONS ARE ONLY PERMITTED TO ACCESS THE WORK AREA THROUGH THE STAGING AREA SHOWN ABOVE.

INSPECTION REQUIREMENTS

1. AT THE END OF EACH DAY, THE CONSTRUCTION AREA SHALL BE INSPECTED FOR ANY FOREIGN OBJECT DEBRIS (FOD) ON AIRFIELD OR NON AIRFIELD PAVEMENTS.

2. AT THE BEGINNING OF EACH CONSTRUCTION DAY, THE CONTRACTOR SHALL VERIFY ALL BARRICADES ARE PLACED CORRECTLY.

SAFETY REQUIREMENTS

1. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO ENSURE THE SAFETY OF OPERATING AIRCRAFT AS WELL AS THAT OF HIS OWN EQUIPMENT AND PERSONNEL. THE CONTRACTOR SHALL OBEY ALL INSTRUCTIONS AS TO ROUTES TO BE TAKEN BY EQUIPMENT TRAVELING WITHIN THE AIRPORT AREA. THE CONTRACTOR SHALL MAKE HIS OWN ESTIMATE OF ALL DIFFICULTIES TO BE ENCOUNTERED.
2. THE CONTRACTOR OR THEIR PROJECT REPRESENTATIVE SHALL NOTIFY THE AIRPORT REPRESENTATIVE PRIOR TO STARTING WORK EACH DAY AND WHEN WORK HAS BEEN COMPLETED FOR THE DAY. IT SHALL ALSO BE THE CONTRACTOR OR THEIR REPRESENTATIVE'S RESPONSIBILITY TO MAKE A THOROUGH CHECK OF THE WORK AREAS, TO SEE THAT ALL EQUIPMENT HAS BEEN RETURNED AND PARKED IN THE PARKING AREAS DESIGNATED BY THE ENGINEER.

3. EQUIPMENT NOT IN OPERATION SHALL BE KEPT CLEAR OF ACTIVE OPERATIONAL AREAS; PERSONNEL SHALL NOT ENTER OR OPERATE EQUIPMENT WITHIN ACTIVE OPERATIONAL AREAS OF THE AIRPORT WITHOUT SPECIFIC PERMISSION FROM THE OFFICE OF THE AIRPORT REPRESENTATIVE.

4. ALL CONSTRUCTION EQUIPMENT AND VEHICLES WILL BE REQUIRED TO HAVE A FLAG ON STAFF OR A YELLOW/AMBER LENS ROTATING/FLASHING LIGHT MOUNTED ON THE ROOF OR SO ATTACHED TO THE VEHICLE THAT THE FLAG OR LIGHT WILL BE READILY VISIBLE. THE FLAG SHOULD BE NO LESS THAN 3 FEET SQUARE CONSISTING OF A CHECKERED PATTERN OF INTERNATIONAL ORANGE AND WHITE SQUARES OF NOT LESS THAN ONE FOOT ON EACH SIDE. THE CONTRACTOR SHALL HAVE A SUFFICIENT NUMBER OF FLAGS AND STAFFS TO PROVIDE FOR ALL VEHICLE AND EQUIPMENT NEEDS.

5. UNAUTHORIZED ENTRANCE OF CONTRACTOR EMPLOYEES AND EQUIPMENT INTO AN AIR OPERATIONS AREA WILL BE CAUSE FOR IMMEDIATE ACTION AS PROVIDED FOR IN GENERAL PROVISIONS SUBSECTION TITLED CHARACTER OF WORKERS METHODS AND EQUIPMENT OF SECTION 80.

6. OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIAL AT THE CONSTRUCTION SITE SHALL BE PROMINENTLY MARKED WITH ORANGE FLAGS AND LIGHTED BY LIGHT UNITS OR LOW PROFILE LIGHTED BARRICADES DURING HOURS OF RESTRICTED VISIBILITY AND/OR DARKNESS.

CONTRACTOR DAILY CLEAN UP AND INSPECTION

1. AFTER ALL WORK HAS BEEN COMPLETED FOR THE DAY AND PRIOR TO DEPARTING THE PROJECT AREA, THE CONTRACTOR OR THEIR SUPERINTENDENT SHALL SEE THAT:

1.1. ALL TOOLS, EQUIPMENT AND CONSTRUCTION MATERIALS HAVE BEEN REMOVED AND PROPERLY STORED AT THE STAGING AREA.

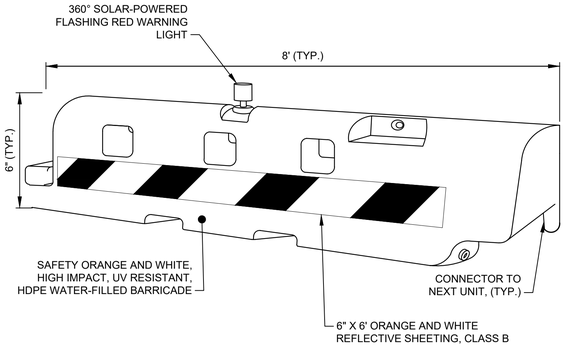
1.2. PLACE BARRICADES, RAILINGS, PLACE COVERS OVER HOLES AND TRENCHES, ROPE OFF AREAS AND TAKE OTHER PRECAUTIONS NECESSARY TO MINIMIZE THE POSSIBILITY OF INJURY TO ANY PERSON(S) WHO MAY FOR ANY REASON ENTER THE PROJECT WORK AREA.

1.3. OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIAL AT THE CONSTRUCTION SITE SHALL BE PROMINENTLY MARKED WITH LIGHTS DURING HOURS OF DARKNESS.

A1 GENERAL NOTES

NOTES:

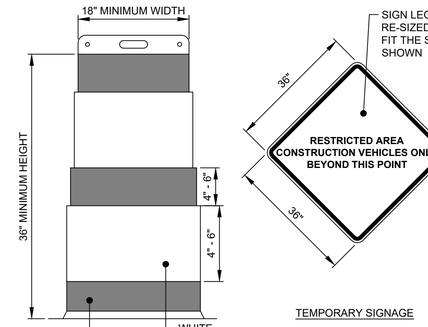
1. BARRICADES SHALL BE 6' X 8' AIRPORT LOW PROFILE BARRICADE (ORANGE) AS MANUFACTURED BY NEUBERT AERO CORP OR AN APPROVED EQUIVALENT.
2. FLAT, BIDIRECTIONAL WARNING LIGHTS WILL NOT BE ACCEPTABLE.
3. BARRICADES SHALL BE PLACED IN THE LOCATIONS IDENTIFIED ON SHEETS GC101 AND SHALL BE APPROVED BY THE RPR IN THE FIELD.
4. BARRICADES SHALL BE WATER FILLED OR WEIGHTED IN A WAY TO PREVENT MOVEMENT DUE TO WIND , JET BLAST, OR PROP WASH.
5. PLACEMENT, MAINTENANCE, AND REMOVAL OF BARRICADES SHALL NOT BE PAID SEPARATELY AND SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE.



C3 HDPE LOW PROFILE BARRICADE DETAIL

NOTES:

1. METAL DRUMS SHALL NOT BE USED.
2. DRUM MARKINGS SHALL BE HORIZONTAL, CIRCUMFERENTIAL, ALTERNATING ORANGE AND WHITE RETROREFLECTIVE STRIPES. EACH DRUM SHALL HAVE A MINIMUM OF TWO ORANGE AND TWO WHITE STRIPES, WITH THE TOP STRIPE ORANGE.
3. THE RETROREFLECTIVE MATERIAL SHALL HAVE A SMOOTH, SEALED OUTER SURFACE THAT WILL DISPLAY A SIMILAR COLOR DAY OR NIGHT. DEVICES THAT HAVE LOST A SIGNIFICANT AMOUNT OF THEIR RETROREFLECTIVITY AND EFFECTIVENESSSHALL BE REPLACED.
4. DRUM TOPS SHALL BE CLOSED TO NOT ALLOW COLLECTION OF CONSTRUCTION DEBRIS OR OTHER DEBRIS.
5. TEMPORARY SIGNAGE SHALL READ AS FOLLOWS "RESTRICTED AREA CONSTRUCTION VEHICLES ONLY BEYONDTHIS POINT" AND FOLLOW THE STANDARDS PUT FORTH BY FDOT STANDARD PLANS AND SPECIFICATIONS FOR HIGHWAY SIGNING, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION), AND STANDARD HIGHWAY SIGNS (LATEST EDITION).
6. CONTRACTOR SHALL FIND BEST FIT LETTERING FOR TEMPORARY SIGNAGE OTHERWISE, LETTERING FOR TEMPORARY SIGNAGE SHALL BE 2" IN HEIGHT. TEMPORARY SIGNAGE COLORS SHALL BE BLACK AND ORANGE AS SHOWN IN TABLE 2A-5 COMMON USES OF SIGN COLORS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD, LATEST EDITION).
6. CONTRACTOR SHALL FIND BEST FIT LETTERING FOR TEMPORARY SIGNAGE OTHERWISE, LETTERING FOR TEMPORARY SIGNAGE SHALL BE 2" IN HEIGHT. TEMPORARY SIGNAGE COLORS SHALL BE BLACK AND ORANGE AS SHOWN IN TABLE 2A-5 COMMON USES OF SIGN COLORS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD, LATEST EDITION).
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECT PLACEMENT OF THE CONSTRUCTION BARRICADES AND TEMPORARY SIGNAGE BASED ON THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD, LATEST EDITION).
8. DRUM BARRICADES AND TEMPORARY SIGNAGE SHALL BE INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN.



B3 CONSTRUCTION BARRICADES (DRUMS) WITH SIGNAGE

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CONSTRUCTION SAFETY AND PHASING PLAN DETAILS

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DRAWING
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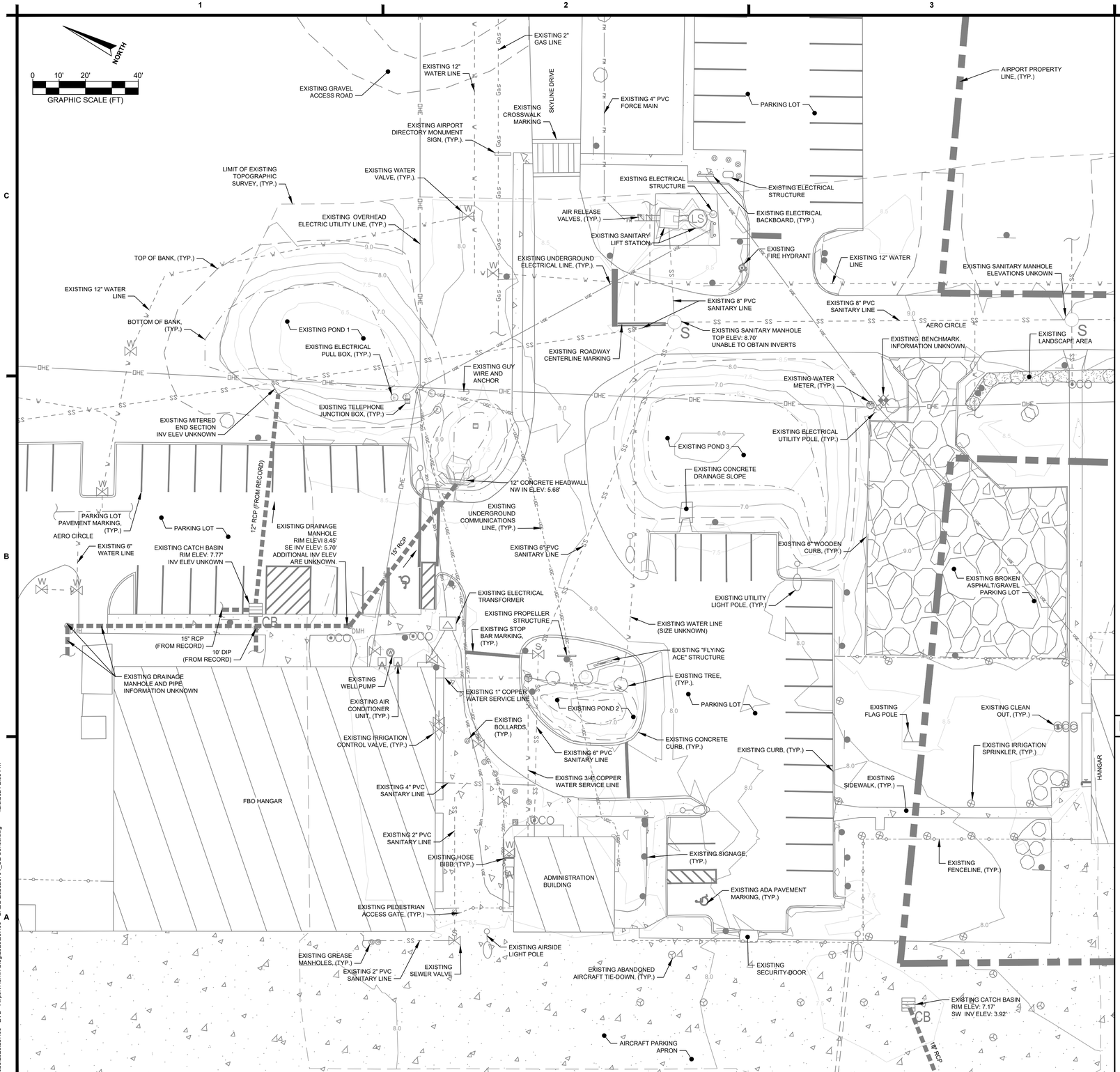

A1 EXISTING CONDITIONS PLAN

SHEET NOTES:

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL FIELD LOCATE, VERIFY, AND FURTHER IDENTIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (IDENTIFIED ON THE PLANS OR NOT) AFFECTING ANY COMPONENT OF WORK HEREIN PRIOR TO THE START OF ANY CONSTRUCTION. DISCREPANCIES, CONFLICTS, OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION.
2. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO THE START OF ANY CONSTRUCTION. SPECIAL ATTENTION SHALL BE TAKEN WITH THOSE EXISTING UTILITIES, STRUCTURES OR FEATURES (IDENTIFIED ON THE PLANS OR NOT) THAT MAY POTENTIALLY CONFLICT OR CROSS PROPOSED DESIGN COMPONENTS (I.E., AIRFIELD ELECTRICAL, STORM SEWERS, POTABLE WATER LINES, ETC.) AND ANY DISCREPANCIES, CONFLICTS OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION. ANY COST ASSOCIATED WITH THE LOCATION OF EXISTING UTILITIES AS OUTLINED ABOVE IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. ERRORS OR OMISSIONS - DO NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION DISCOVERED IN THE CONTRACT DOCUMENTS, BUT IMMEDIATELY NOTIFY THE ENGINEER OF SUCH DISCOVERY. THE ENGINEER WILL THEN MAKE SUCH CORRECTIONS AND INTERPRETATIONS AS NECESSARY TO REFLECT THE ACTUAL SPIRIT AND INTENT OF THE CONTRACT DOCUMENTS.
4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48-HOURS NOTICE OF THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION AND ANY DISTURBED MONUMENTATION SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE BY A SURVEYOR SELECTED BY THE OWNER.

7.0 EXISTING MINOR CONTOURS, (TYP.)

7.0 EXISTING MAJOR CONTOURS, (TYP.)

B4 SHEET NOTES AND SHEET LEGEND

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AIRPORT ADMINISTRATION BUILDING

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

EXISTING CONDITIONS PLAN

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NO.	DATE	BY	DESCRIPTION

DESIGNED BY: PV
DRAWN BY: PV, JW
CHECKED BY: DJN
APPROVED BY: DJN
DATE: DECEMBER 2024

FDOT FM NO. 451291-1-94-01
AVCON PROJECT NO. 2023.287.06

CADD: 202328704_CE SERIES

DRAWING
CE101

BID DRAWINGS

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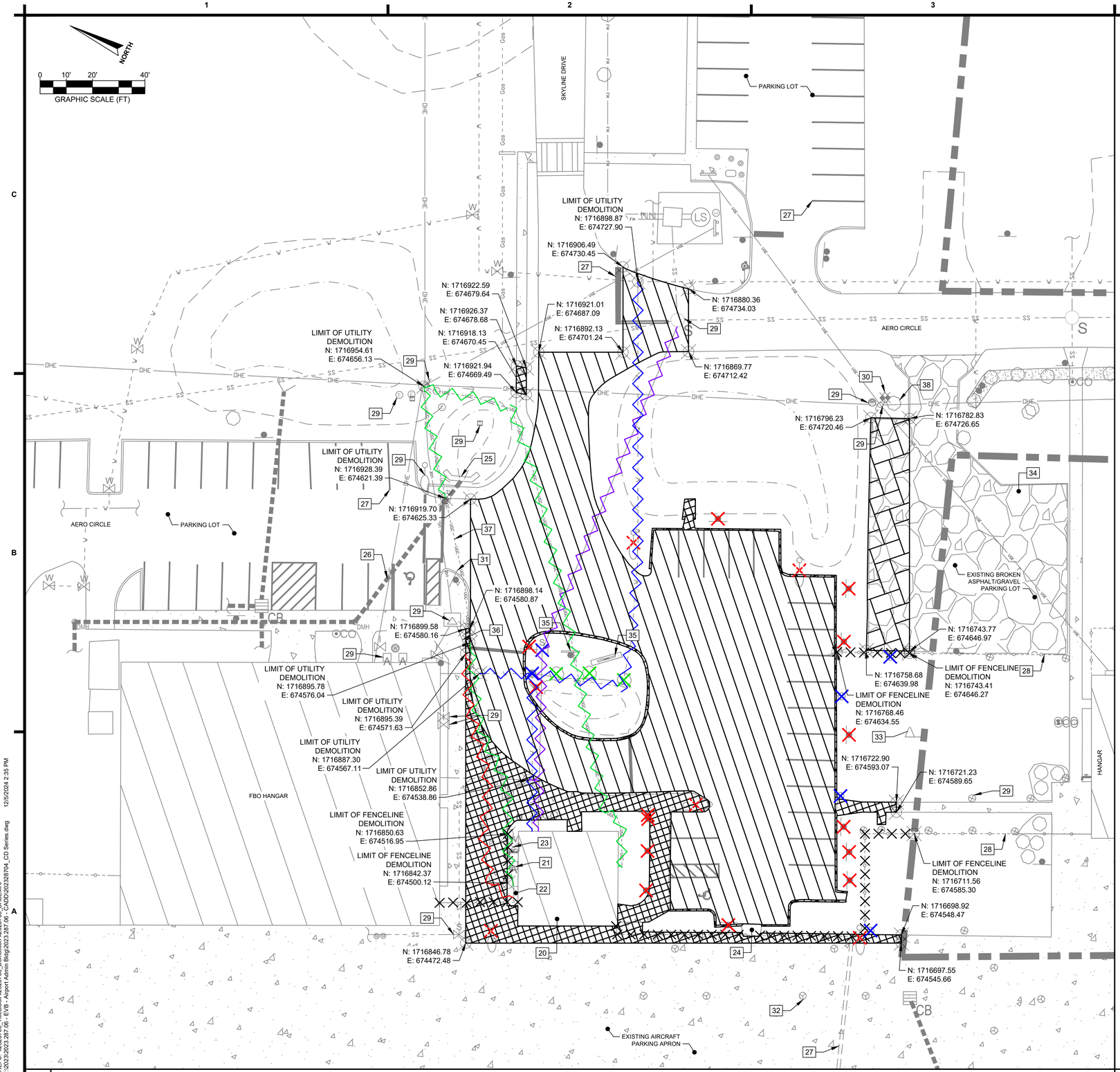

20. DEMOLISH EXISTING ADMINISTRATION BUILDING AND FOUNDATION AND DISPOSE OFF-SITE, ITEM P-101. OWNER SHALL REMOVE ALL DESIRED ITEMS FROM THE BUILDING PRIOR TO DEMOLITION. LEFTOVER ITEMS SHALL BECOME PROPERTY OF THE CONTRACTOR OR DISPOSED OF OFF-SITE, INCIDENTAL TO BUILDING DEMOLITION.
21. AIR CONDITIONER UNIT TO BE REMOVED FROM PAD AND DELIVERED TO THE CITY FOR RE-USE. AIR CONDITIONER PAD SHALL BE DEMOLISHED AND INCIDENTAL TO BUILDING DEMOLITION, ITEM P-101.
22. REMOVE COMMUNICATION BOX AND COORDINATE DISCONNECTION WITH CITY OF NEW SMYRNA UTILITIES DEPARTMENT BEFORE REMOVING ANY HARDWARE.
23. REMOVE WATER METER AND COORDINATE DISCONNECTION WITH CITY OF NEW SMYRNA UTILITIES DEPARTMENT BEFORE REMOVING ANY HARDWARE.
24. DEMOLISH EXISTING EXISTING SECURITY ACCESS DOOR, ITEM P-101.
25. EXISTING DRAINAGE STRUCTURE SHALL BE PROTECTED IN PLACE, (TYP.)
26. EXISTING DRAINAGE PIPE SHALL BE PROTECTED IN PLACE, (TYP.).
27. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE, (TYP.). ANY DAMAGE TO EXISTING MARKINGS SHALL BE RE-PAINTED TO THE EXTENT DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR.
28. EXISTING FENCELINE SHALL BE PROTECTED IN PLACE.
29. EXISTING UTILITY STRUCTURE SHALL BE PROTECTED IN PLACE, (TYP.).
30. EXISTING BENCHMARK SHALL BE PROTECTED IN PLACE.
31. EXISTING SIGNAGE SHALL BE PROTECTED IN PLACE, (TYP.).
32. EXISTING AIRCRAFT TIE DOWN SHALL BE PROTECTED IN PLACE, (TYP.).
33. EXISTING FLAG POLE SHALL BE PROTECTED IN PLACE.
34. EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT SHALL BE PROTECED IN PLACE.
35. EXISTING STRUCTURE TO BE SALVAGED AND RE-INSTALLED AT THE AIRPORT'S DISCRETION.
36. EXISTING UNDERGROUND ELECTRICAL CABLE SHALL BE REMOVED AND CONDUIT SHALL BE PROTECTED IN PLACE.
37. EXISTING UNDERGROUND COMMUNICATION CABLE SHALL BE REMOVED AND CONDUIT SHALL BE ABANDONED IN PLACE.
38. EXISTING TREE SHALL BE PROTECTED IN PLACE.

EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT TO BE DEMOLISHED, ITEM P-101.

EXISTING ASPHALT PAVEMENT TO BE DEMOLISHED FULL DEPTH, ITEM P-101.

EXISTING CONCRETE PAVEMENT TO BE DEMOLISHED FULL DEPTH, ITEM P-101.

REMOVAL OF EXISTING SANITARY LINE, ITEM SP-03.

REMOVAL OF EXISTING WATER LINE, ITEM SP-01.

REMOVAL OF EXISTING UNDERGROUND ELECTRICAL LINE, ITEM SP-02.

REMOVAL OF EXISTING UNDERGROUND COMMUNICATION LINE, ITEM SP-05.

REMOVAL OF EXISTING TREE, ITEM P-151.

REMOVAL OF ELECTRICAL LIGHT POLES, ITEM P-101.

REMOVAL OF EXISTING SIGNAGE, ITEM P-101.

REMOVAL OF EXISTING UTILITY STRUCTURES, ITEM P-101.
DEMOLISH EXISTING FENCELINE, (TYP), ITEM F-162.

SHEET NOTES:

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48-HOURS NOTICE TO THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES.
2. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION AND ANY DISTURBED MONUMENTATION SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE BY A SURVEYOR SELECTED BY THE OWNER.
3. IN AREAS SPECIFICALLY DESIGNATED FOR MILLING, MILLINGS SHALL BE USED TO IMPROVE AND MAINTAIN EXISTING ACCESS ROADS AS SHOWN ON SHEET GC101.
4. EXISTING INFRASTRUCTURE TO REMAIN AND BE PROTECTED IN PLACE, SHALL BE REPLACED WITH NEW ITEMS IF DAMAGED/BROKEN/DISPLACED/ADVERSELY AFFECTED BY THE DEMOLITION OPERATIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER OR THE PROJECT. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT EXISTING AIRFIELD INFRASTRUCTURE THROUGHOUT THE PROJECT DURATION.
5. PAVEMENT DEMOLITION ADJACENT TO THE PAVEMENTS TO REMAIN SHALL BE SAWCUT AT THE LIMIT OF DEMOLITION AND PROTECTED IN PLACE. IF ASPHALT IS TO BE REMOVED BY COLD MILLING, THE CONTRACTOR SHALL MILL 2" SHORT OF THE PROJECT MILLING LIMITS TO PROTECT EDGES OF PAVEMENT FOR THE FUTURE TIE INS. THE REMAINING 2" OF MILLINGS SHALL BE COMPLETED IMMEDIATELY PRIOR TO PAVING TO PRESERVE THE EDGE INTEGRITY OF THE ADJACENT ASPHALT, INCIDENTAL TO ITEM P-101 COLD MILLING.
6. CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS, DIRT AND VEGETATION FROM EXISTING DRAINAGE STRUCTURES THAT ARE CONNECTED TO ANY PIPE DEMOLITION WITHIN THE PROJECT LIMITS.
7. CONTRACTOR SHALL STOCKPILE SALVAGED ITEMS IN A NEAT AND ORDERLY MANNER. SALVAGED ITEMS SHALL BE PROTECTED FROM WEATHER, AND OTHER POTENTIAL CAUSES OF DAMAGE THROUGHOUT THE COURSE OF THE PROJECT.
8. **AIRPORT PERIMETER FENCE SHALL BE MAINTAINED THROUGHOUT THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A SECURED AIRFIELD AT ALL TIMES. IF THE CONTRACTOR'S SCHEDULE OR PLANNED SEQUENCE OF EVENTS RESULT IN AN UNSECURED AIRFIELD IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE NECESSARY ARRANGEMENTS TO PROVIDE TEMPORARY FENCING OR TEMPORARY GATES, AND TEMPORARY AIRFIELD SECURITY PLANS SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER FOR REVIEW AND APPROVAL. COSTS ASSOCIATED WITH THE TEMPORARY FENCING, TEMPORARY GATES, AND TEMPORARY AIRFIELD SECURITY PROVISIONS SHALL BE INCIDENTAL TO ITEM GP-80 CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE.**
9. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE DISCONNECTION OR DISCONTINUATION OF ALL UTILITY SERVICES TO THE EXISTING TERMINAL BUILDING. THIS INCLUDES BUT IS NO LIMITED TO OVERHEAD POWER LINES, UNDERGROUND POWER LINES, COMMUNICATION LINES, WATER LINES, SEWER LINES, ETC. NO SEPARATE MEASUREMENT OR PAYMENT FOR ITEMS ASSOCIATED WITH THE BUILDING DEMOLITIONS SHALL BE MADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF THE BUILDING DEMOLITION.

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AIRPORT ADMINISTRATION BUILDING

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

DEMOLITION PLAN

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AVCON PROJECT NO. 2023.287.06

CADD: 202328704_CD SERIES

DRAWING
CD101

BID DRAWINGS

A1 DEMOLITION PLAN

A4 KEYED NOTES, SHEET NOTES AND LEGEND

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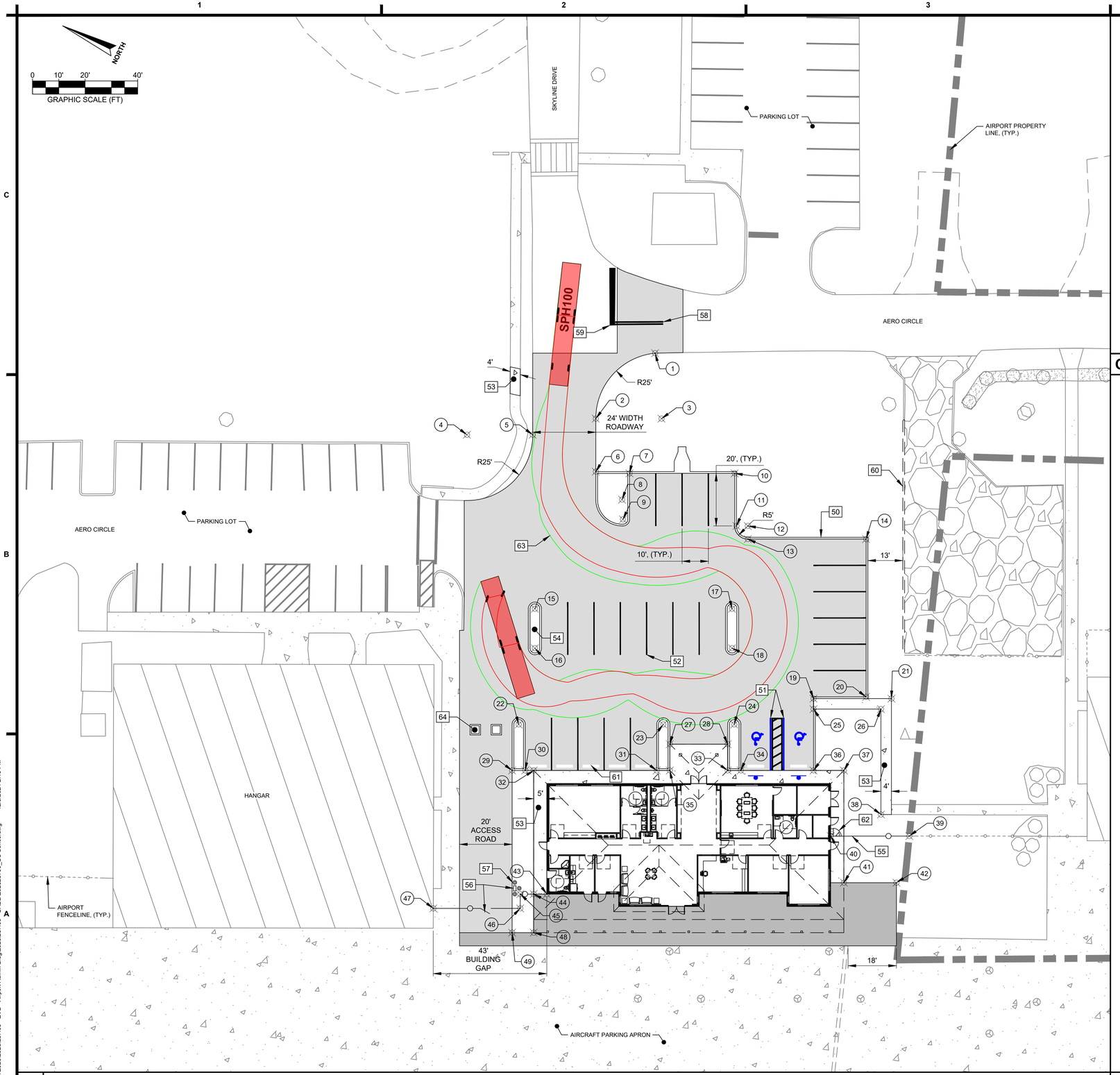

A1 GEOMETRY AND MARKING PLAN

50. 8" WIDE TYPE D CONCRETE CURB, ITEM P-610. SEE DETAIL A1/CS501 FOR MORE INFORMATION.
51. STANDARD ADA PARKING SPACE, SEE DETAIL C3/CS501 FOR MORE INFORMATION.
52. STANDARD PARKING STALL, SEE DETAIL C2/CS501 FOR MORE INFORMATION.
53. NEW CONCRETE SIDEWALK, ITEM P-610. SEE DETAIL B3/CS501 FOR MORE INFORMATION.
54. LANDSCAPING PARKING LOT ISLAND, (TYP.). SEE SHEET CG503 FOR MORE INFORMATION.
55. NEW, 6' CHAIN WROUGHT IRON FENCE, (TYP), ITEM F-162.
56. NEW, 4' CHAIN WROUGHT MAN GATE WITH AN ADJACENT KNOX PADLOCK TO BE INSTALLED, ITEM F-162.
57. NEW, BOLLARDS, ITEM P-610. SEE DETAIL A3/CS501 FOR MORE INFORMATION.
58. PROPOSED FDOT ROADWAY CENTERLINE MARKING SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
59. EXISTING PAVEMENT MARKINGS ON EXISTING PAVEMENT SHALL BE CLEANED AND HAVE MILDEW REMOVED PRIOR TO REMARKING IN ACCORDANCE WITH ITEMS P-101 AND P-620. CLEANING OF EXISTING MARKINGS SHALL NOT BE MEASURED OR PAID SEPARATELY AND SHALL BE CONSIDERED INCIDENTAL TO ITEM P-620. MARKINGS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
60. CONTRACTOR TO INSTALL 6" WOODEN CURB TO MATCH ORIGINAL CONDITION OR BETTER, INCIDENTAL TO P-101 DEMOLISH EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT, FULL DEPTH
61. NEW, CONCRETE BUMPER GUARD,SEE DETAIL B4/C5501 FOR MORE INFORMATION.
62. NEW, 4' PEDESTRIAN GATE WITH KNOX PADLOCK TO BE INSTALLED, ITEM F-162.
63. SPH100 VEHICLE TRACKING TURNING LOGISTICS, (TYP.).
64. LANDSCAPING PLANTERS, (TYP.), INCIDENTAL TO ITEM SP-04, LANDSCAPING AND IRRIGATION, INSTALLED AND COMPLETE. SEE SHEET CG503 FOR MORE INFORMATION.

NEW ROADWAY/PARKING LOT ASPHALT PAVEMENT SECTION. SEE DETAIL C1/CG501 AND BC/CG501 FOR MORE INFORMATION.

NEW ACCESSIBLE ADA PARKING SPOT DESIGNATOR SIGN, ITEM 700-1-11. SEE DETAIL B1/CS501.

REINFORCED CONCRETE PAVEMENT. SEE DETAIL B4/CG501 FOR MORE INFORMATION.

(#) COORDINATE POINT, SEE DETAIL C1/C5501

C4 KEYED NOTES AND SHEET LEGEND

A4 SHEET NOTES

SHEET NOTES:

1. IF REQUESTED, AUTOCAD FILES MAY BE PROVIDED TO THE CONTRACTOR FOR ASSISTANCE WITH LAYOUT AND PROJECT STAKING, HOWEVER, THE AUTOCAD FILES SHALL BE USED FOR REFERENCE ONLY.
2. CONTRACTOR SHALL VERIFY EXISTING BENCHMARK INFORMATION PRIOR TO LAYOUT AND STAKING IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WRITTEN DOCUMENTATION THAT SURVEY CONTROL WAS ESTABLISHED IN ACCORDANCE WITH THE PLANS AND DETAILS PRIOR TO LAYOUT AND STAKING OF PROPOSED WORK.
3. PRIOR TO APPLICATION OF PAINT MARKINGS, THE CONTRACTOR LAYOUT SHALL BE REVIEWED AND APPROVED BY THE ENGINEER.
4. ALL EXISTING ROADWAY MARKINGS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER.

PAVING NOTES:

1. IN REGARDS TO SECTION 401-6.1B LOT SIZE, A STANDARD LOT SHALL ALWAYS BE EQUAL TO ONE DAY'S PRODUCTION, REGARDLESS OF PLANNED OR ACTUAL TONNAGE UNLESS OTHERWISE COORDINATED AND APPROVED BY THE RPR OR ENGINEER OF RECORD.
2. THE CONTRACTOR AND CONTRACTOR'S QC LABORATORY SHALL CONTACT THE RPR OR THE ENGINEER 24 HOURS PRIOR TO THE START OF PAVING TO CONFIRM PLANNED TONNAGE FOR THE PAVING DAY AND THE PLANNED LOT/SUB-LOT SIZING.
3. UNDER NO CIRCUMSTANCES SHALL THE QC LABORATORY DETERMINE LOT/SUB-LOT SIZING WITHOUT APPROVAL FROM THE RPR OR ENGINEER.
4. IF A PAVING DAY IS CUT SHORT BY CIRCUMSTANCES OUT OF THE CONTROL OF THE CONTRACTOR (WEATHER, PLANT BREAKDOWN, ETC.), LOT SIZING MAY BE REDUCED AND/OR BE ROLLED FORWARD OR BACKWARD IN ACCORDANCE WITH THE SPECIFICATIONS. UNDER NO CIRCUMSTANCE SHALL A SINGLE LOT BE MADE UP OF MORE THAN TWO (2) DAYS OF PAVING OPERATIONS.
5. STRAIGHT-EDGING SHALL NOT BE PERFORMED WHILE PAVING OPERATIONS ARE ON-GOING. STRAIGHT-EDGING SHALL BE PERFORMED AFTER ALL PAVING OPERATIONS HAVE COMPLETED FOR THE DAY.
6. WHEN CUTTING CORES DURING ASPHALT QC TESTING, THE CONTRACTOR SHALL MAKE ANY AND ALL NECESSARY EFFORTS TO REMOVE SAWCUT SLURRY DURING CORE DRILLING. IF SLURRY REMAINS AFTER CUTTING OPERATIONS, THE CONTRACTOR SHALL RINSE/WASH THE ASPHALT SURFACE. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR SLURRY REMOVAL OR CLEANUP. IT SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL PORTION OF THE QC TESTING PROCEDURE.
7. THE CONTRACTOR SHALL ENSURE THAT ANY CAVITIES CREATED BY TAKING ASPHALT CORES DURING PAVING OPERATIONS ARE RESTORED TO FINISHED GRADE BY COMPACTION AND SMOOTHING OF THE ASPHALT MATERIAL AT THE END OF EACH PAVING DAY. STORE BOUGHT COLD PATCH IS NOT PERMITTED. FRESH P-401 ASPHALT FROM THE PAVING OPERATIONS SHALL BE USED.
8. IN THE CASE THE CONTRACTOR IS UNABLE TO PAVE A HOT JOINT, SAW-CUTTING SHALL BE REQUIRED BEFORE PAVING THE ABUTTING LANE.

MARKING NOTES:

1. EXISTING PAVEMENT MARKINGS SHALL BE PROTECTED IN PLACE. ANY DAMAGE TO EXISTING MARKINGS SHALL BE REPAINTED TO THE EXTENT DIRECTED BY THE ENGINEER AND ALL COSTS SHALL BORNE BY THE CONTRACTOR.
2. PRIOR TO APPLICATION OF PAINT, THE CONTRACTOR SHALL SWEEP THE PAVEMENT AND REMOVE ANY ASPHALT SCABS BEFORE PROCEEDING WITH MARKING LAYOUT. THE CONTRACTOR LAYOUT SHALL BE REVIEWED AND APPROVED BY THE ENGINEER.

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NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GEOMETRY AND MARKING PLAN

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XREFS: x2328706_TitleBlock x2328706_BASEMAP x2328706_Markings x2328706_Geometry
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GEOMETRY COORDINATE TABLE		
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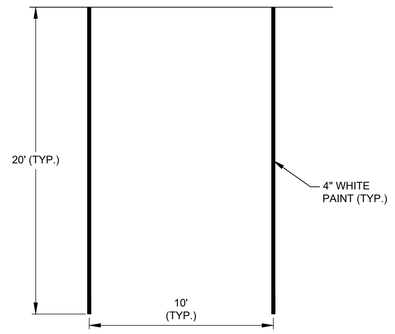
2	1716888.50	674675.31
3	1716866.05	674686.31
4	1716929.79	674648.22
5	1716907.35	674659.23
6	1716879.63	674657.22
7	1716867.82	674662.27
8	1716865.96	674652.05
9	1716862.36	674645.46
10	1716831.91	674679.884
11	1716822.50	674662.22
12	1716818.61	674664.128
13	1716816.41	674659.64
14	1716776.01	674679.451
15	1716877.47	674600.18
16	1716870.87	674586.72
17	1716810.13	674633.20
18	1716803.53	674619.74
19	1716767.25	674616.17
20	1716749.59	674625.58
21	1716740.63	674629.23
22	1716863.63	674557.96
23	1716814.25	674582.18
24	1716790.01	674594.06

GEOMETRY COORDINATE TABLE		
ID	NORTHING	EASTING
25	1716765.49	674612.58
26	1716742.46	674623.88
27	1716808.71	674576.54
28	1716788.95	674586.23
29	1716858.17	674541.15
30	1716853.69	674543.35
31	1716808.79	674565.36
32	1716850.81	674544.76
33	1716784.55	674577.25
34	1716780.06	674579.45
35	1716804.3	674567.56
36	1716755.22	674591.63
37	1716744.86	674596.71
38	1716724.82	674587.89
39	1716711.52	674585.28
40	1716738.35	674572.09
41	1716726.07	674558.40
42	1716708.11	674567.21
43	1716825.62	674504.76
44	1716830.11	674502.56
45	1716834.69	674500.31
46	1716832.29	674495.41
47	1716862.00	674480.87
48	1716823.66	674489.39
49	1716831.02	674485.78

C1 COORDINATE TABLE

NOTES:

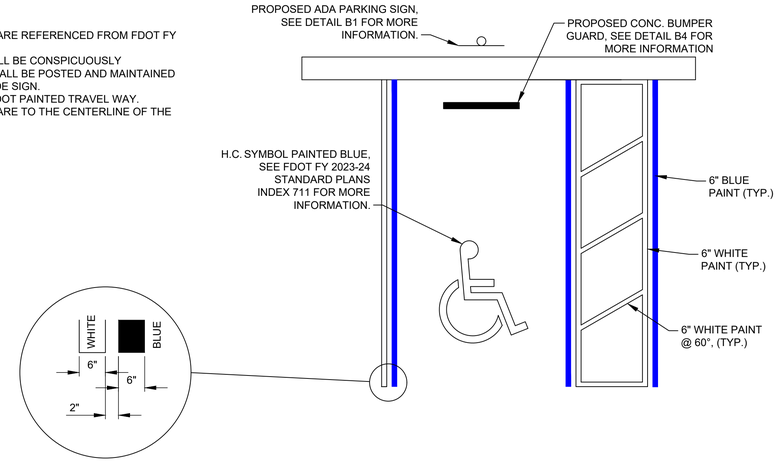
1. ALL FDOT PAVEMENT MARKINGS ARE REFERENCED FROM FDOT FY 2023-24 STANDARD PLANS.



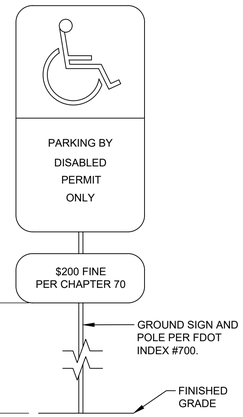
C2 TYPICAL PARKING SPACE DETAIL

NOTES:

1. ALL FDOT PAVEMENT MARKINGS ARE REFERENCED FROM FDOT FY 2023-24 STANDARD PLANS.
2. EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT ABOVE GRADE SIGN.
3. ADA SPACES ON THIS SHARE 5 FOOT PAINTED TRAVEL WAY.
4. ALL FDOT PAVEMENT MARKINGS ARE TO THE CENTERLINE OF THE MARKINGS.



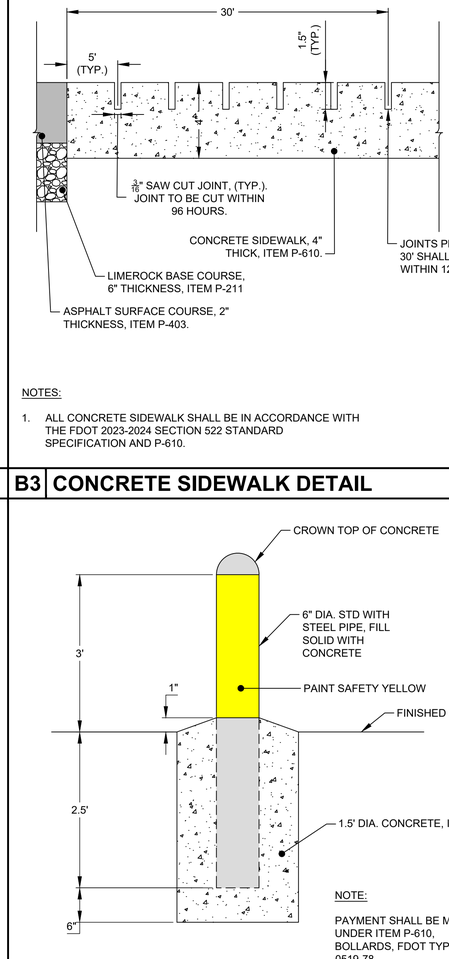
C3 TYPICAL ADA PARKING SPACE DETAIL



B1 ADA PARKING SIGN DETAIL

NOTES:

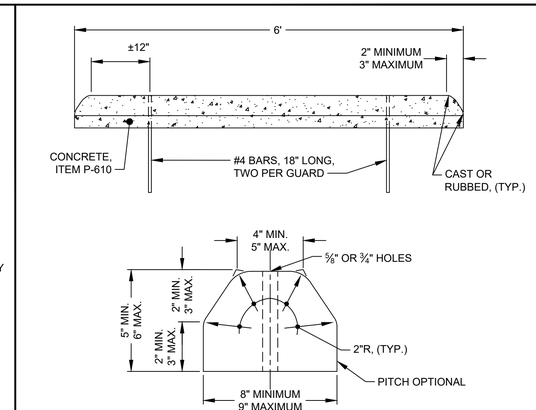
1. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT (7' FROM PAVEMENT TO BOTTOM OF SIGN).
2. ALL COLORS AND DIMENSIONS PER ADA AND LOCAL STANDARDS.
3. SIGN AND POST PER FDOT INDEX #700, FTP-21-06 AND FTP-22-06.



B3 CONCRETE SIDEWALK DETAIL

NOTES:

1. ALL CONCRETE SIDEWALK SHALL BE IN ACCORDANCE WITH THE FDOT 2023-2024 SECTION 522 STANDARD SPECIFICATION AND P-610.



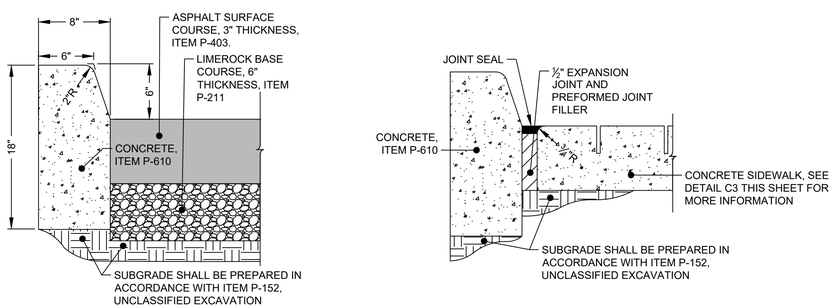
NOTES:

1. PAYMENT SHALL BE MADE UNDER ITEM P-610, CONCRETE BUMPER GUARD.

B4 CONCRETE BUMPER GUARD DETAIL

NOTES:

1. PAYMENT SHALL BE MADE UNDER ITEM P-610, TYPE D CONCRETE CURB.
2. IN AREAS WHERE THE CURB MEETS THE CONCRETE SIDEWALK, A ½" EXPANSION JOINT, PREFORMED JOINT FILLET, AND JOINT SEAL ARE REQUIRED. SEE DETAIL BELOW.
3. FOR CURB, PROVIDE ⅜" - ¼" CONTRACTION JOINTS AT 10' CENTERS (MAX.). CONTRACTION JOINTS ADJACENT TO CONCRETE PAVEMENT ON TANGENTS AND FLAT CURVES ARE TO MATCH THE PAVEMENT JOINTS, WITH INTERMEDIATE JOINTS NOT TO EXCEED 10' CENTERS. CURB EXPANSION JOINTS SHALL BE LOCATED IN ACCORDANCE WITH FDOT SPECIFICATION 520.



A1 TYPE D CURB DETAIL

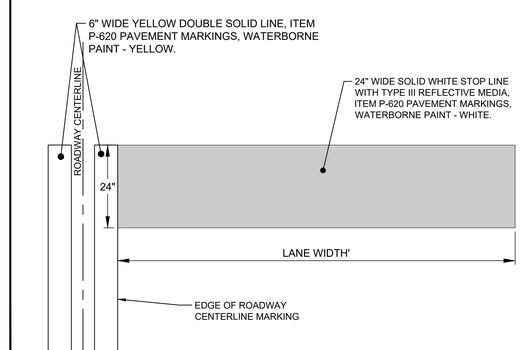
NOTE:

PAYMENT SHALL BE MADE UNDER ITEM P-610, BOLLARDS, FDOT TYPE 0519-78.

A3 BOLLARDS DETAIL

NOTES:

1. ALL FDOT PAVEMENT MARKINGS ARE REFERENCED FROM THE FDOT FY 2023-24 STANDARD PLANS AND SHALL BE IN ACCORDANCE WITH THE MUTCD 2009 EDITION.



A4 FDOT CENTERLINE AND STOP BAR MARKING

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AIRPORT ADMINISTRATION BUILDING

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GEOMETRY AND MARKING PLAN DETAILS

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DESIGNED BY: PV
DRAWN BY: PV, JW
CHECKED BY: DJN
APPROVED BY: DJN
DATE: DECEMBER 2024

FDOT FM NO. 451291-1-94-01
AVCON PROJECT NO. 2023.287.06

CADD: 202328706_CS SERIES

DRAWING
CS501

BID DRAWINGS

XREFS: x2328706_TitleBlock x2328706_BASEMAP x2328706_Markings x2328706_Geometry
V:\2023\2023.287.06 - EVB - Airport Admin Bldg\2023.287.06 - CADD\202328706_CS Series.dwg
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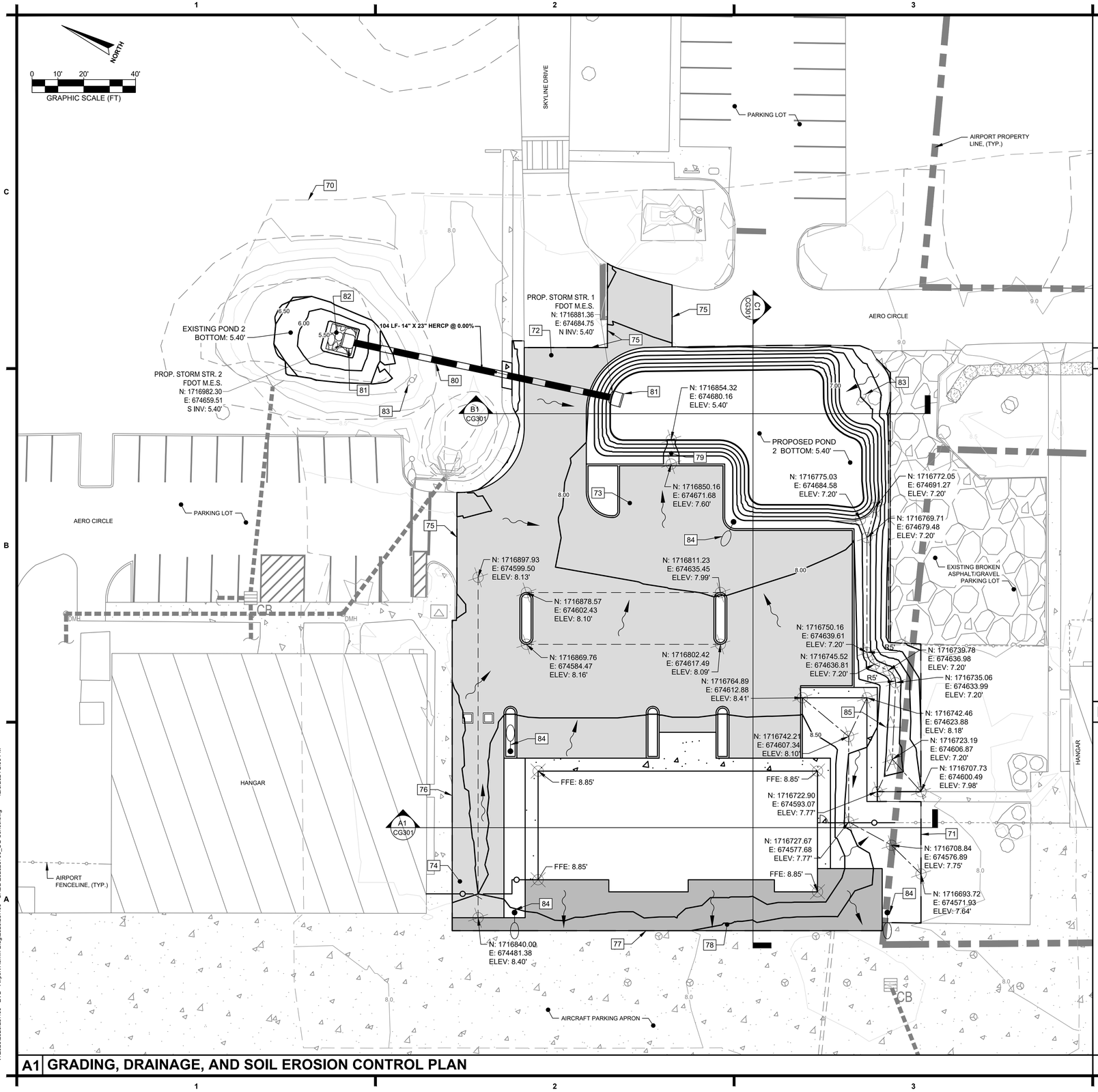

A1 GRADING, DRAINAGE, AND SOIL EROSION CONTROL PLAN

70. LIMIT OF EXISTING TOPOGRAPHIC SURVEY, (TYP.)
71. LIMIT OF PROPOSED GRADING, TIE INTO EXISTING GRADE. (TYP.)
72. NEW ROADWAY, SEE DETAIL C1/CG501 FOR TYPICAL PAVEMENT SECTION.
73. NEW ADMINISTRATION BUILDING PARKING LOT, SEE DETAIL C1/CG501 FOR TYPICAL PAVEMENT SECTION.
74. NEW ACCESS ROAD, SEE DETAIL B1/CG501 FOR TYPICAL PAVEMENT SECTION.
75. TIE INTO EXISTING ASPHALT AT EXISTING GRADE, SEE KEYING DETAIL C3/CG501.
76. TIE INTO EXISTING CONCRETE AT EXISTING GRADE, SEE KEYING DETAIL C4/CG501.
77. TIE INTO EXISTING CONCTRETE APRON AT EXISTING GRADE, SEE KEYING DETAIL B3/CG501.
78. NEW REINFORCED CONCRETE PAVEMENT, SEE DETAIL B4/CG501 FOR TYPICAL APRON OR SLAB SECTION.
79. NEW FDOT TYPE II CLOSED FLUME INLET, SEE FDOT DESIGN STANDARDS FY 2023-24 INDEX 425-061 FOR MORE INFORMATION.
80. NEW 14"X23" CLASS IV HORIZONTAL ELLIPTICAL CONCRETE DRAINAGE PIPE, ITEM D-701. SEE DETAIL A2/CG501 AND A3/CG501 FOR MORE INFORMATION.
81. NEW CROSS-DRAINED MITERED END SECTIO, ITEM D-701. SEE FDOT DESIGN STANDARDS FY 2023-24 INDEX 425-021 FOR MORE INFORMATION.
82. PROPOSED BROKEN STONE RIP RAP, INCIDENTAL TO ITEM D-701. SEE FY 2023-24 INDEX 530 FOR MORE INFORMATION.
83. EXISTING UTILITY POLE SHALL BE PROTECTED IN PLACE DURING GRADING OPERATIONS.
84. PROPOSED SITE LIGHTING POLE SHALL BE PROTECTED IN PLACE DURING GRADING OPERATIONS.
85. EXISITNG FLAG POLE SHALL BE PROTECTED IN PLACE DURING GRADING OPERATIONS.

5.0 PROPOSED GRADE CONTOURS, (TYP.)

SWALE CENTERLINE, (TYP.)

GRADING BREAKLINE, (TYP.)

DIRECTION OF OVERLAND FLOW, (TYP.)

C4 KEYED NOTES AND SHEET LEGEND

SHEET NOTES:

1. ALL GRADING AREAS SHALL BE RESTORED WITH SODDING IN ACCORDANCE WITH ITEM T-904 RESPECTIVELY. ALL AREAS OF SODDING SHALL BE SMOOTH AND FREE OF RUTTING AT THE COMPLETION OF THE PROJECT. REFER TO THE RESTORATION PLAN ON SHEET CG502 FOR ADDITIONAL DETAIL.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE ADEQUATE GROWTH OF GRASS FOR ALL AREAS RESTORED WITH SOD. CONTRACTOR SHALL WATER AND MAINTAIN RESTORATION AS SPECIFIED ON SHEET CG502.
3. AREAS OUTSIDE OF THE PROJECT GRADING LIMITS THAT ARE DISTURBED BY THE CONTRACTOR'S WORK OPERATIONS SHALL BE REPAIRED/REGRADED/RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL DISTURBED AREAS OUTSIDE OF THE PROJECT GRADING LIMITS SHALL BE RESTORED EQUAL TO OR GREATER THAN EXISTING CONDITION REGARDLESS OF MATERIAL. ALL ASSOCIATED COSTS SHALL BE BORNE BY THE CONTRACTOR.
4. SOD THAT DIES DUE TO INSUFFICIENT WATERING SHALL BE REMOVED AND REPLACED WITH NEW SOD AT NO ADDITIONAL COST TO THE OWNER. AREAS OF DEAD SOD SHALL BE IDENTIFIED AND DETERMINED BY THE ENGINEER.

B4 SHEET NOTES

RESTORATION NOTES:

1. PRIOR TO DISTURBANCE OF EXISTING GRADE, THE CONTRACTOR SHALL VERIFY THE EXISTING TOPOGRAPHIC SURVEY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A FINISHED GRADE SURFACE FREE OF LOCALIZED PONDING OR DEPRESSIONAL AREAS. THE ENGINEER MAY ORDER SELECTIVE GRADING IN AREAS WHERE EXISTING GRADES DIFFER FROM THOSE SHOWN IN THE TOPOGRAPHIC SURVEY, IN ORDER TO PROVIDE A CONSISTENT, WELL-DRAINED SURFACE. THESE AREAS OF SELECTIVE GRADING SHALL BE PAID IN ACCORDANCE WITH ITEM P-152, UNCLASSIFIED EXCAVATION.
3. ALL AREAS OUTSIDE OF THE PROPOSED GRADING LIMITS THAT ARE IMPACTED, DISTURBED, EXCAVATED, OR FILLED SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. FOR PROPOSED WORK ITEMS OUTSIDE OF THE GRADING LIMITS SHOWN. RESTORATION SHALL BE INCIDENTAL TO THE LINE ITEM ASSOCIATED WITH THE CORRESPONDING WORK. ALL AREAS SHALL BE RESTORED EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
5. GRADING SECTIONS SHOWN ON THE PLANS ARE GENERALLY REPRESENTATIVE TO THE PROPOSED GRADING SURFACE. THE CONTRACTOR SHALL MAKE THE NECESSARY TRANSITIONS AS SHOWN BY THE CONTOURS, SECTIONS, AND GRADE CHARTS. ALL TRANSITIONS AND TRANSITIONS TO EXISTING GRADE TIE-IN POINTS SHALL BE SMOOTH AND FREE OF ABRUPT CHANGES IN GRADES.

A4 RESTORATION NOTES

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AIRPORT ADMINISTRATION BUILDING

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GRADING, DRAINAGE, AND SOIL EROSION CONTROL PLAN

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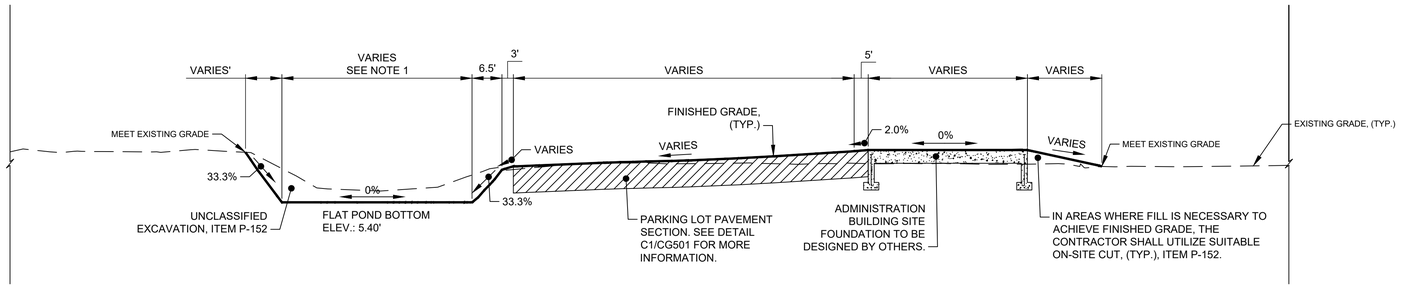
AVCON PROJECT NO.	2023.287.06
CADD:	202328706_CG SERIES

BID DRAWINGS

DRAWING
CG101

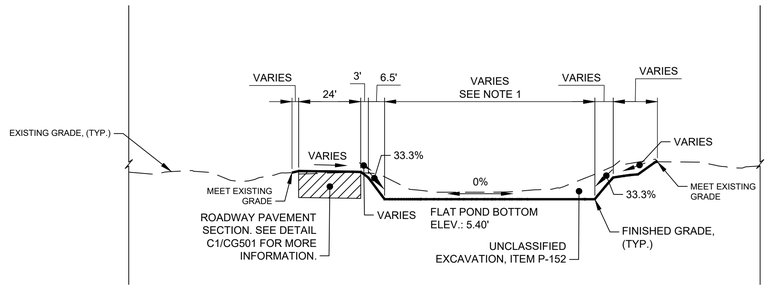
XREFS: x2328706_TitleBlock x2328706_BASEMAP x2328706_Geometry x2328706_Existing Surface x2328706_Proposed Grading - Updated x2328706_ Markings x2328706_Proposed Drainage V:\2023\2023.287.06 - EVB - Airport Admin Bldg\2023.287.06 - CADD\202328706_CG Series.dwg 12/5/2024 2:36 PM



NOTES:

1. FOR CONTRACTOR GUIDANCE ON GRADING OUTSIDE OF THE DESIGNATED SLOPE AREAS, CONTRACTOR SHALL REFERENCE THE CG100 SERIES FOR ALL SWALE CENTERLINES, BREAKLINES, AND TIE IN POINTS.

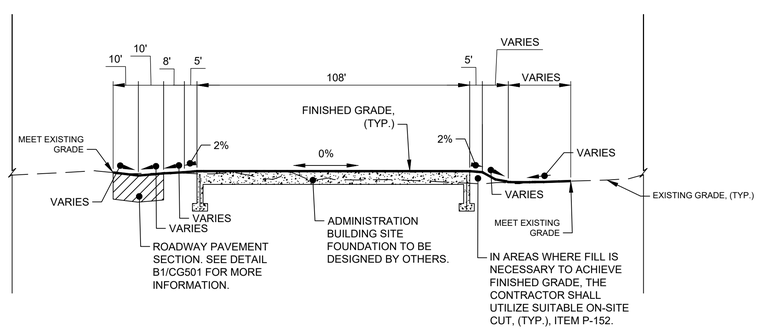
C1 ADMINISTRATION BUILDING PARKING LOT GRADING SECTION



NOTES:

1. FOR CONTRACTOR GUIDANCE ON GRADING OUTSIDE OF THE DESIGNATED SLOPE AREAS, CONTRACTOR SHALL REFERENCE THE CG100 SERIES FOR ALL SWALE CENTERLINES, BREAKLINES, AND TIE IN POINTS.

B1 ROADWAY GRADING SECTION



NOTES:

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A1 ACCESS ROAD GRADING SECTION

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NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

TYPICAL GRADING SECTIONS

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DRAWING
CG301

BID DRAWINGS

XREFS: x2328706_TitleBlock x2328706_BASEMAP x2328706_Geometry x2328706_Existing Surface x2328706_Proposed Grading - Updated x2328706_Markings x2328706_Proposed Drainage
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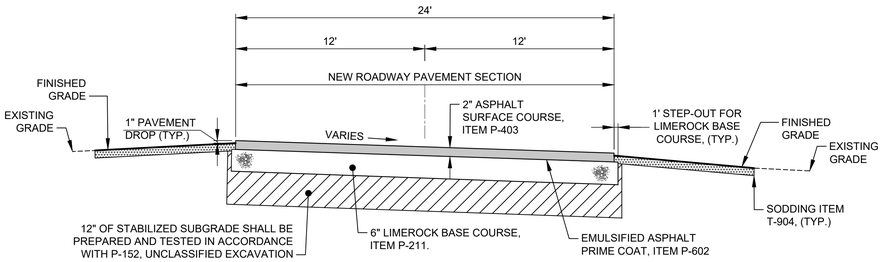
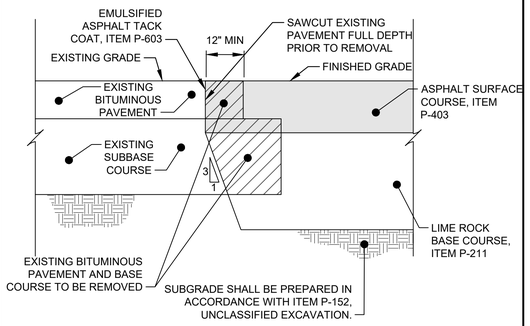
C1 ROADWAY/PARKING LOT TYPICAL SECTION



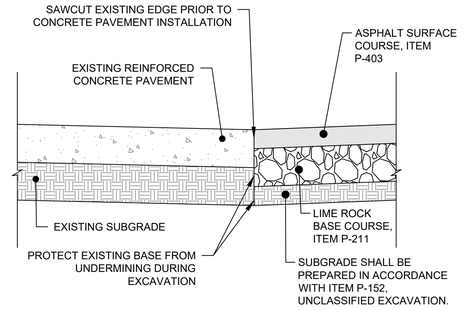
NOTES:

1. RESTORE ALL DISTURBED AREAS AS DETAILED ON CG502.
2. STABILIZATION SURROUNDING THE PERIMETER OF ALL ADMINISTRATION BUILDING PARKING LOT AREA AND ROADWAY AREAS SHALL EXTEND 2' PAST THE EDGE OF PAVEMENT.
3. FDOT SP-9.5 MIX CAN BE SUBMITTED FOR APPROVAL BY THE ENGINEER IN LIEU OF P-403 FOR LANDSIDE APPLICATIONS.

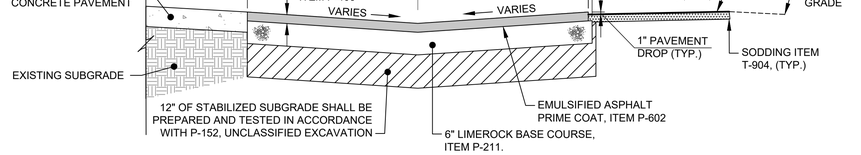
C3 ASPHALT TO ASPHALT KEYING DETAIL



C4 ASPHALT TO CONCRETE KEYING DETAIL



B1 ACCESS ROADWAY PAVEMENT SECTION



NOTES:

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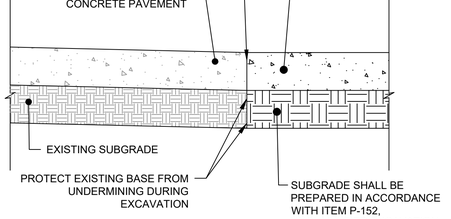
2. STABILIZATION SURROUNDING THE PERIMETER OF ALL ADMINISTRATION BUILDING PARKING LOT AREA AND ROADWAY AREAS SHALL EXTEND 2' PAST THE EDGE OF PAVEMENT.
3. FDOT SP-9.5 MIX CAN BE SUBMITTED FOR APPROVAL BY THE ENGINEER IN LIEU OF P-403 FOR LANDSIDE APPLICATIONS.

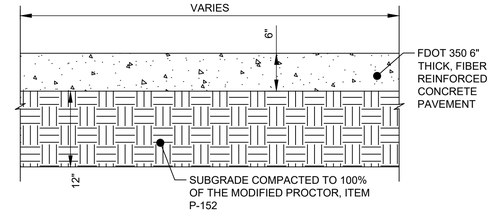
B3 CONCRETE TO CONCRETE KEYING DETAIL



B4 TYPICAL APRON OR SLAB SECTION

NOTES:

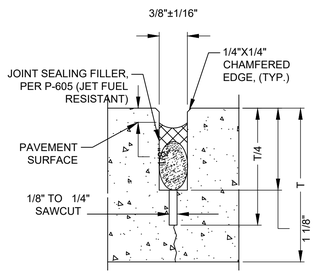
1. NEW FDOT 350 PORTLAND CEMENT CONCRETE PAVEMENT SHALL BE FIBER-REINFORCED CONCRETE.
2. WIRE MESH SHALL BE PLACED AT THE CENTER OF THE CONCRETE SLAB. WIRE MESH SIZE 6" X 6" W2.9/2.9 OR GREATER SHALL BE USED WHEN WELDED WIRE MESH IS INDICATED.



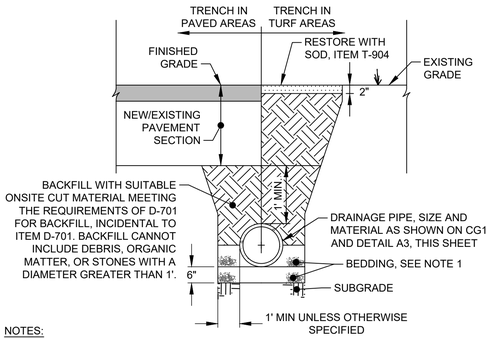
A1 CONTRACTION JOINT DETAIL

NOTES:

1. THE CONTRACTOR MAY NOT USE SILICONE SEALANT. JOINT SEALANT SHALL BE JET FUEL RESISTANT.
2. CONTRACTOR SHALL SAWCUT THE FINISHED CONCRETE IN ACCORDANCE WITH ACI-360R-06, DESIGN OF SLABS ON GROUND, SPECIFICALLY SECTION 5.3, SAWCUT CONTRACTION JOINTS.
3. THIS DETAIL PERTAINS TO NEW CONCRETE APRON. SAWCUT LOCATIONS AND DEPTHS ON THE NEW, FINISHED FLOOR OF THE NEW HANGAR BUILDING SHALL BE DETERMINED BY THE PRE-ENGINEERED METAL BUILDING MANUFACTURER.



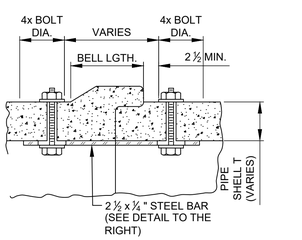
A2 DRAINAGE PIPE TRENCHING DETAIL

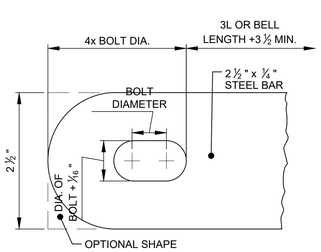


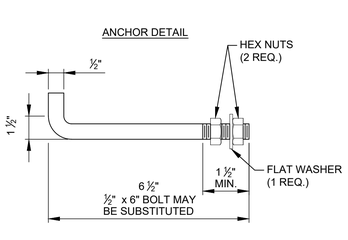
NOTES:

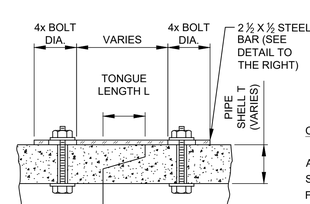
1. BEDDING FOR CONCRETE AND SICPP SHALL MEET THE REQUIREMENTS OF ITEM D-701 FOR BEDDING.
2. EXCAVATIONS, TRENCHING AND SHORING SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.
3. EXCAVATIONS SHALL NOT UNDERMINE EXISTING PAVEMENTS, STRUCTURES OR UTLITIES IS REQUIRED, UTILITIES SHALL BE SUFFICIENTLY PROTECTED AND SUPPORTED TO PREVENT HARM TO THE UTILITY LINE, ANY DAMAGE TO THE LINE, AS DEEMED BY THE ENGINEER SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. SEE DETAIL C2 THIS SHEET AND CG101 FOR PIPE SIZES, INVERTS AND ORIENTATION.
5. IN LEIU OF LIMEROCK, BLACK BASE IS AN APPROVED ALTERNATIVE.

A3 CONCRETE PIPE CONNECTION AND ANCHOR DETAIL









CONNECTOR NOTE:

ALL BARS, BOLTS, NUTS AND WASHERS ARE TO BE GALVANIZED STEEL. BOLT DIAMETERS SHALL BE ⅜" FOR 15" TO 36" PIPE AND ⅝" FOR 42" TO 72" PIPE. TWO CONNECTORS REQUIRED PER JOINT, LOCATED 60° RIGHT AND LEFT OF BOTTOM CENTER OF PIPE. BOLT HOLES IN PIPE SHELL ARE TO BE DRILLED.

ANCHOR NOTES:

1. ANCHORS REQUIRED FOR CMP ONLY.
2. ANCHOR, WASHER AND NUTS TO BE GALVANIZED STEEL.
3. BAND ANCHOR WHERE REQUIRED TO CENTER IN CONCRETE SLAB. DAMAGED SURFACES TO BE REPAIRED AFTER BENDING. ANCHORS ARE TO BE SPACED A DISTANCE EQUAL TO FOUR (4) CORRUGATIONS. PLACE THE ANCHORS IN THE OUTSIDE CREST OF CORRUGATION.
4. FLAT WASHERS TO BE PLACED ON INSIDE OF WALL PIPE.
5. HOLES IN THE MITERED END PIPE ARE TO BE DRILLED OR PUNCHED; BURNING NOT PERMITTED.

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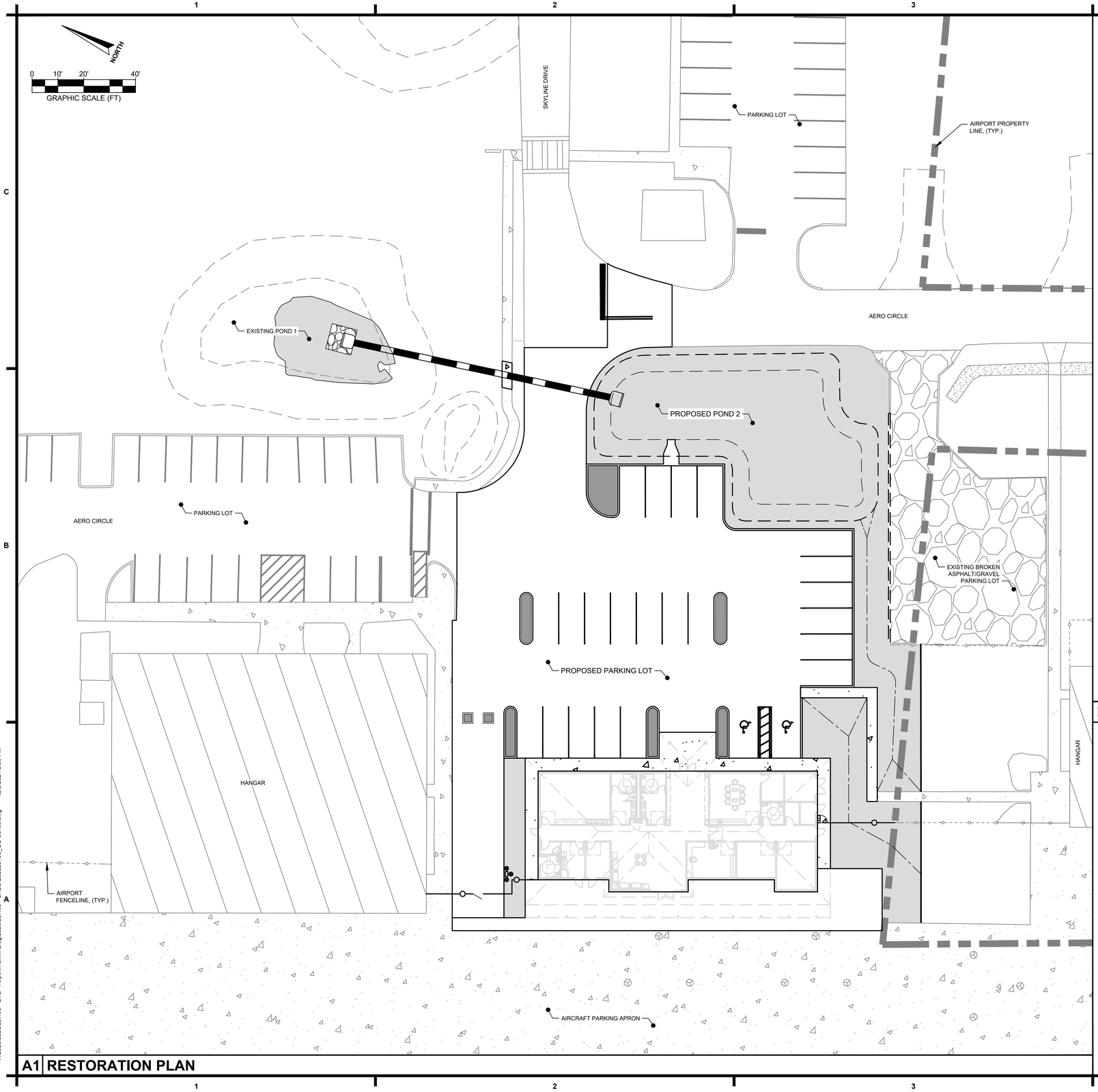

A1 RESTORATION PLAN

SHEET NOTES:

1. ALL AREAS TO BE EXCAVATED SHALL BE STRIPPED OF VEGETATION AND TOPSOIL IN ACCORDANCE WITH SECTION P-152-2.2 OF THE CONTRACT SPECIFICATIONS. STRIPPING SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL ITEM OF THE WORK INVOLVED AND SHALL NOT BE MEASURED SEPARATELY FOR PAYMENT.
2. FOR PROPOSED WORK ITEMS OUTSIDE OF THE RESTORATION LIMITS SHOWN, RESTORATION SHALL BE INCIDENTAL TO THE LINE ITEM ASSOCIATED WITH THE CORRESPONDING WORK. ALL AREAS SHALL BE RESTORED EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
3. AREAS OUTSIDE OF THE PROJECT LIMITS THAT ARE DISTURBED BY THE CONTRACTORS WORK OPERATIONS SHALL BE REPAIRED/REGRADED/RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL DISTURBED AREAS OUTSIDE OF THE PROJECT GRADING LIMITS SHALL BE RESTORED EQUAL TO OR GREATER THAN THE EXISTING CONDITION REGARDLESS OF MATERIAL. ALL ASSOCIATED COSTS SHALL BE BORNE BY THE CONTRACTOR.
4. ALL GRADING AREAS SHALL BE RESTORED WITH SOD, IN ACCORDANCE WITH ITEM T-904. ALL AREAS OF SODDING SHALL BE SMOOTH AND FREE OF RUTTING AT THE COMPLETION OF THE PROJECT.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE ADEQUATE GROWTH OF GRASS FOR ALL AREAS RESTORED WITH SOD. CONTRACTOR SHALL WATER AND MAINTAIN THE RESTORATION AREA.
6. CONTRACTOR SHALL IMPLEMENT A LARGE SCALE SPRINKLING SYSTEM AND WILL BE REQUIRED TO WATER ALL RESTORATION AREAS, WHETHER INSIDE THE GRADING LIMITS OR OUTSIDE. WATERING OF THE RESTORATION AREAS WILL CONTINUE UNTIL ALL SOD SHOWS POSITIVE GROWTH. MINIMUM WATERING PER DAY SHALL BE AS REQUIRED BY THE ENGINEER.
7. THE CONTRACTOR SHALL SUPPLY ALL SPRINKLERS OR METHOD OF WATERING ALL RESTORATION AREAS. WATER SOURCE SHALL BE DETERMINED BY THE CONTRACTOR. CITY OF NEW SMYRNA POTABLE WATER MAIN MAY BE USED IF ELECTED. HOWEVER, A METER WILL BE PROVIDED BY THE CITY AND THE CONTRACTOR SHALL PAY THE CITY PER GALLON OF WATER USED. NO SEPARATE MEASUREMENT PAYMENT SHALL BE MADE FOR WATERING. IT SHALL BE NECESSARY AND INCIDENTAL TO RESTORATION ACTIVITIES.
8. SOD THAT DIES DUE TO INSUFFICIENT WATERING SHALL BE REMOVED AND REPLACED WITH NEW SOD AT NO ADDITIONAL COST TO THE OWNER.

RESTORE SWALE STORM DITCH SURFACE AREA, AND GRADING AREAS WITH SOD, ITEM T-904. ANY DISRUPTED SURFACE OUTSIDE OF THE SPECIFIED GRADING AND RESTORATION LIMITS AREA SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER OR PROJECT.

LANDSCAPING PARKING ISLAND SHALL BE RESTORED WITH SOD, ITEM SP-04.

POND TOP OF BANK, (TYP.)

POND BOTTOM OF BANK, (TYP.)

SWALE CENTERLINE, (TYP.)

B4 SHEET NOTES AND SHEET LEGEND

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AIRPORT ADMINISTRATION BUILDING
NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

RESTORATION AND LANDSCAPING PLAN

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DRAWN BY: PV, JW
CHECKED BY: DJN
APPROVED BY: DJN
DATE: DECEMBER 2024

FDOT FM NO. 451291-1-94-01
AVCON PROJECT NO. 2023.287.06

CADD: 202328706_CG SERIES

DRAWING
CG502

BID DRAWINGS

XREFS: x2328706_TitleBlock x2328706_BASEMAP x2328706_Geometry x2328706_Existing Surface x2328706_Proposed Grading - Updated x2328706_Markings x2328706_Proposed Drainage
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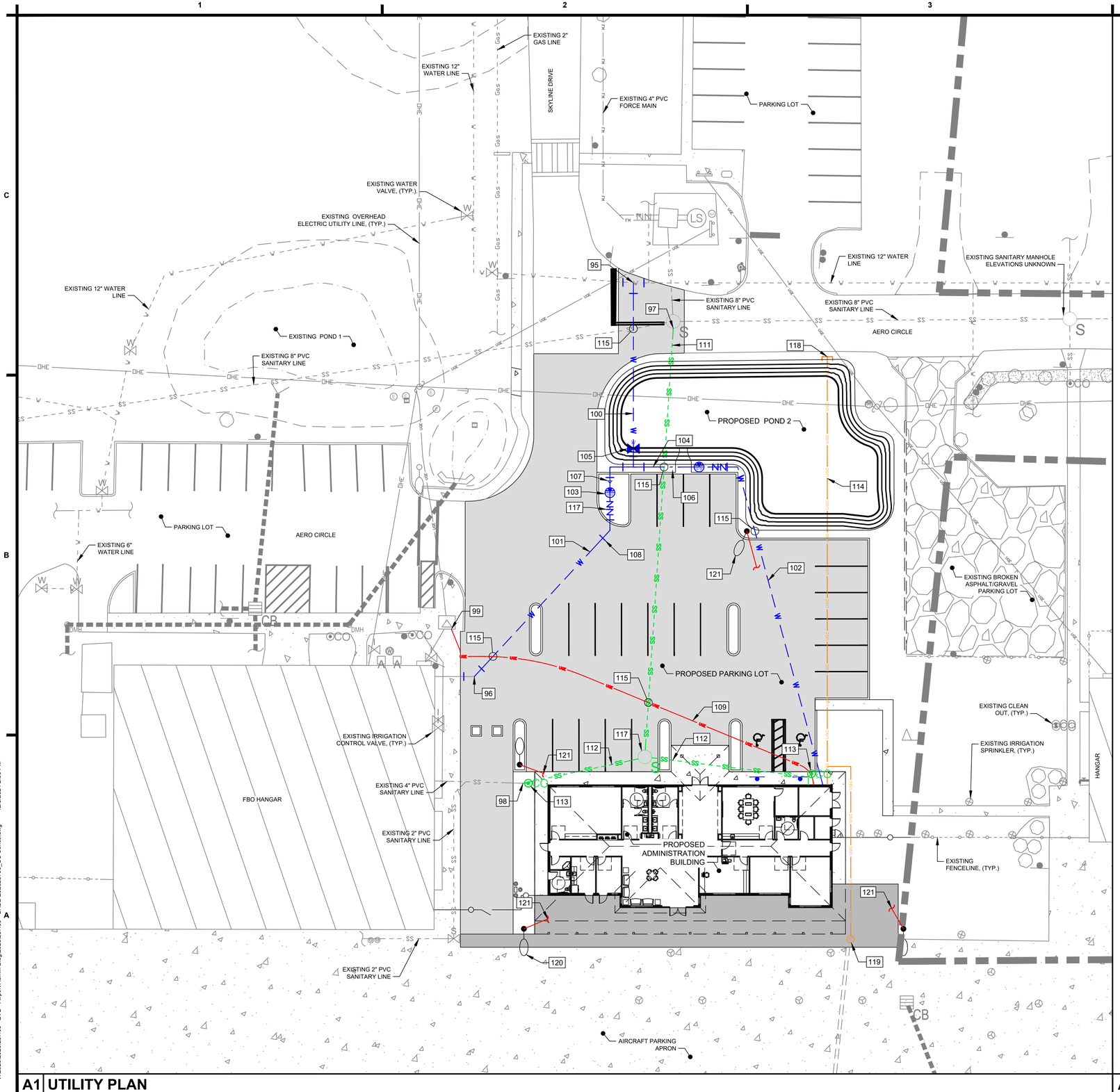

95. NEW 12" X 2" X 12" HOT TAP/WET TAP CONNECTING TO EXISTING WATER MAIN, ITEM SP-01. SEE DETAIL C3/CU501 FOR MORE INFORMATION.
96. PROPOSED WATER LINE SHALL CONNECT TO EXISTING 1" COPPER WATER SERVICE LINE.
97. PROPOSED SANITARY LINE SHALL CONNECT TO EXISTING SEWER MANHOLE.
98. PROPOSED SANITARY LINE SHALL CONNECT TO EXISTING 4" PVC SANITARY LINE.
99. PROPOSED ELECTRICAL LINE SHALL CONNECT TO EXISTING ELECTRICAL TRANSFORMER.
100. NEW 2" PVC WATER SERVICE LINE, ITEM SP-01.
101. NEW 1" COPPER WATER SERVICE LINE, ITEM SP-01.
102. NEW 1" PET WATER SERVICE LINE, ITEM SP-01.
103. NEW 1" WATER METER PER CITY OF NEW SMYRNA BEACH UTILITIES INSTALLATION REQUIREMENTS, INCIDENTAL TO ITEM SP-01.
104. NEW 2" WATER METER PER CITY OF NEW SMYRNA BEACH UTILITIES INSTALLATION REQUIREMENTS, INCIDENTAL TO ITEM SP-01.
105. NEW WATER VALVE PER CITY OF NEW SMYRNA BEACH UTILITIES INSTALLATION REQUIREMENTS. SEE DETAIL B1/CU501 FOR MORE INFORMATION, INCIDENTAL TO ITEM SP-
106. NEW 2" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, ITEM SP-01.
107. NEW 2" X 1" REDUCER PER CITY OF NEW SMYRNA BEACH UTILITIES INSTALLATION REQUIREMENTS, INCIDENTAL TO ITEM SP-01.
108. CONTRACTOR TO INSTALL FULLY RESTRAINED BENDS AS NEEDED, (TYP.). SEE DETAIL C3/CU502 FOR MORE INFORMATION.
109. NEW 2" PVC ELECTRICAL CONDUIT INSTALL IN PAVEMENT AND IN TURF, ITEM SP-02, (TYP.).
111. NEW 8" PVC SANITARY SERVICE LINE, ITEM SP-03.
112. NEW 6" PVC SANITARY SERVICE LINE, ITEM SP-03.
113. NEW GRAVITY SANITARY FEEDER CLEAN OUT, ITEM SP-03. SEE DETAIL A2/CU502 FOR MORE INFORMATION.
114. NEW 2-4" UNDERGROUND COMMUNICATION LINE, (TYP.), ITEM SP-05.
115. UTILITY CONFLICT, SEE DETAIL C1/CU502 FOR MORE INFORMATION.
116. NEW 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, ITEM SP-01.
117. PRECAST CONCRETE SANITARY SEWER MANHOLE, ITEM SP-01. SEE DETAIL A4/CU502 AND C1/CU503 FOR MORE INFORMATION.
118. CONTRACTOR SHALL COORDINATE TIE-IN LOCATION WITH PRIMARY UTILITY SERVICE PROVIDER AT STUB OUT.
119. NEW UNDERGROUND COMMUNICATIONS PULL BOX TO BE INSTALLED FOR FUTURE CONNECTIONS, ITEM SP-05.
120. PROPOSED SITE LIGHTING POLE, (TYP.), INSTALLED, INSPECTED, AND COMPLETE.
121. CONTRACTOR SHALL CONNECT THE PROPOSED SITE LIGHTING TO THE PROPOSED COMMUNICATIONS ROOM. CONTRACTOR SHALL SUBMIT UNDERGROUND ELECTRICAL AND COMUNICATIONS ROUTING PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL.

NSBU GENERAL NOTES:

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAINS LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE NEW SMYRNA BEACH UTILITIES (NSBU) DISPATCH OPERATOR (386-427-1368) AND THE NSBU INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT.
4. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE NSBU SYSTEM SHALL BE IN CONFORMANCE WITH THE NSBU RULES, DESIGN, AND CONSTRUCTION SPECIFICATIONS.
6. ALL NSBU MAINS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGE TO NSBU MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY NSBU, NSBU MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
8. THE CONTRACTOR SHALL ADJUST ALL EXISTING NSBU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, OR STORM WATER IMPROVEMENTS. NSBU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO, PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS.
9. ONLY NSBU PERSONNEL SHALL OPERATE NSBU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE NSBU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY NSBU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE-APPROVED INTERRUPTIONS OF SERVICE WITH THE NSBU INSPECTOR 7 WORKING DAYS IN ADVANCE.
11. THE CONTRACTOR SHALL PROVIDE FOR BYPASSING AND/OR HAULING WASTEWATER DURING APPROVED INTERRUPTIONS OF WASTEWATER FLOWS AND CONNECTIONS. THE CONTRACTOR SHALL SUBMIT A BYPASS PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER TO NSBU ENGINEERING DEPARTMENT FOR APPROVAL PRIOR TO IMPLEMENTATION BY CONTRACTOR.
12. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP AND NSBU.
13. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH A BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE IN ORDER TO CHLORINATE AND FLUSH NEW WATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLAIMED WATER OR FORCE MAIN SHALL ALSO BE EQUIPPED WITH A BACKFLOW PREVENTER.
14. FOR PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, NO PIPE BENDING IS ALLOWED. THE MAXIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS 0.75 DEGREES (3-INCHES PER JOINT PER 20 FT STICK OF PIPE). ALIGNMENT CHANGE SHALL BE MADE ONLY WITH SLEEVES AND FITTINGS.
15. FOR NON-PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

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AIRPORT ADMINISTRATION BUILDING

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

UTILITY PLAN

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FDOT FM NO. 451291-1-94-01
AVCON PROJECT NO. 2023.287.06

CADD: 202328706_CU SERIES

BID DRAWINGS

DRAWING
CU101

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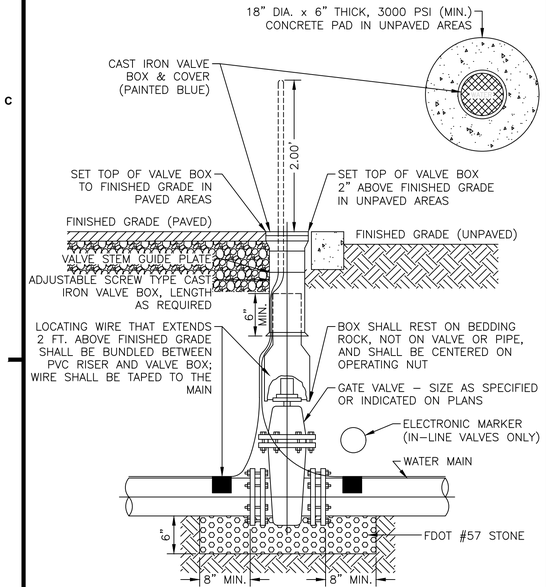
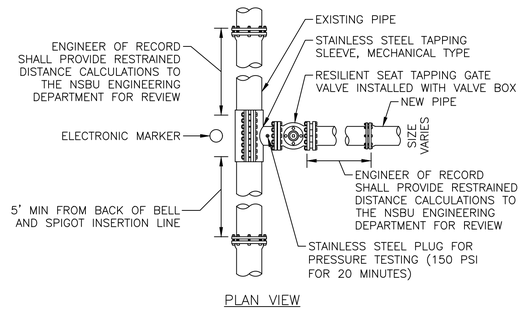
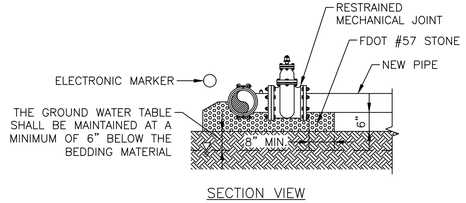


NOTE:
A 24" VALVE NUT EXTENSION SHALL BE REQUIRED IF OPERATING NUT IS MORE THAN 36" BELOW FINISHED GRADE.

B1 GATE VALVE DETAIL



PLAN VIEW

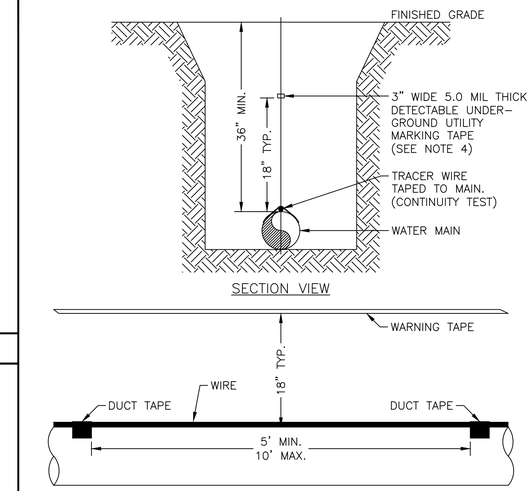


SECTION VIEW

NOTES:

1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES NSBU ENGINEERING DEPARTMENT APPROVAL.
5. VALVES GREATER THAN 4" SHALL BE GEAR ACTUATED.

C3 TAPPING SLEEVE AND VALVE (POTABLE WATER) DETAIL



SECTION VIEW

ELEVATION VIEW

NOTES:

1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU.
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER.

B4 PIPE LOCATING WIRE AND TAPE DETAIL

BRANCH CONNECTION

1" OR 2" SERVICES

3" AND LARGER SERVICES

B2 VALVE LAYOUT AT TEES AND SERVICES DETAIL

LOCATE WIRE BOX UTILIZING VALVE BOX

LOCATE WIRE UTILIZING METER BOX

WATERPROOF WIRE CONNECTOR DETAIL

NOTES:

1. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.
2. LOCATE WIRE SHALL HAVE ENOUGH SLACK TO REACH 4' ABOVE FINAL GRADE AND LOCATE POINTS.
3. LOCATE WIRE CONNECTION SHALL ONLY BE A 2-WAY CONNECTION.

A1 PIPE LOCATING WIRE BOX DETAIL

NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D1557.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL PW-28.
3. LOCATING WIRE REQUIRED. SEE DETAIL PW-10.
4. MINIMUM 36-INCH AND MAXIMUM 48-INCH COVER SHALL BE REQUIRED FOR ALL PIPES UNLESS OTHERWISE STATED.
5. IF UTILITY CONFLICT IS LOCATED IN A NON-TRAFFIC AREA (NO TRAFFIC LOADS), THEN THE MINIMUM COVER MAY BE REDUCED TO 24 INCHES IN THE AREA OF THE CONFLICT.
6. ADDITIONAL RESTRAINTS MAY BE REQUIRED FOR VERTICAL BENDS.
7. INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS (20' MIN.).
8. ALL DEFLECTIONS SHALL BE DIP.

A3 WATER MAIN CROSSING DETAIL

B3 PIPE LOCATING WIRE AND TAPE DETAIL

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UTILITY PLAN DETAILS

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CADD: 202328706_CU SERIES

DRAWING
CU501

BID DRAWINGS

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C1 UTILITY SEPARATION NOTES

SEPARATION REQUIREMENTS FOR
WATER, WASTEWATER AND RECLAIMED WATER MAINS

	PROPOSED UTILITY											
	POTABLE WATER			WASTEWATER GRAVITY AND FORCE MAIN			RECLAIMED WATER			VACUUM SEWER		
CONFLICTING UTILITY	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING
POTABLE WATER	3' NOTE 1	12"	3' NOTE 2	6' TO 10'	12" NOTE 5	6' NOTE 2	3'	12"	6' NOTE 2	3' TO 10'	12"	3' NOTE 2
RECLAIMED WATER	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2
WASTEWATER (GRAVITY AND FORCE MAIN)	6' TO 10'	12"	6' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
VACUUM SEWER	3' TO 10'	12"	3' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
RIGHT OF WAY	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A
STORM SEWERS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
GAS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
TREES	3'-6'	N/A	N/A	3'-6'	N/A	N/A	3'-6' NOTE 1	N/A	N/A	3'-6'	N/A	N/A
ALL OTHER UTILITIES	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2

NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTH, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. MINIMUM JOINT SPACING REQUIREMENT FROM A UTILITY CROSSING WHILE STILL MAINTAINING MINIMUM HORIZONTAL SEPARATION.
3. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
4. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLES OR STRUCTURES.
5. WATER MAIN SHOULD CROSS ABOVE OTHER PIPES WHENEVER POSSIBLE. WHEN WATER MAIN MUST BE BELOW OTHER UTILITY PIPING, THE MINIMUM SEPARATION SHALL BE 12 INCHES.

C3 RESTRAINED PIPE TABLE (WATER AND RECLAIMED WATER MAINS) NOTES

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)										
TYPE	PIPE SIZE									
	PVC					DIP				
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	33	39	45	46	55	64	75	86
45° BEND	8	11	14	16	19	19	23	27	31	36
22-1/2° BEND	4	5	8	9	10	10	11	13	15	17
11-1/4° BEND	3	3	4	5	5	5	6	7	8	9
PLUG OR BRANCH OF TEE	33	45	59	70	83	84	102	119	142	164
VALVE	27	38	49	59	68	69	83	97	116	133
REDUCER	VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER.									

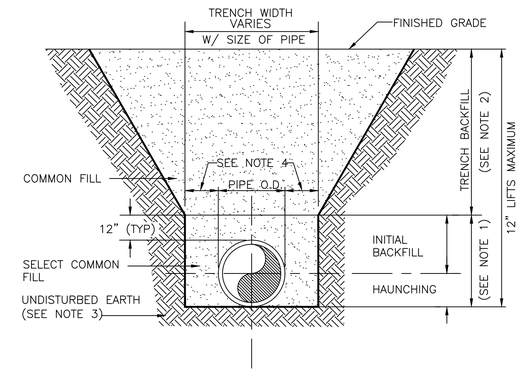
NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:

   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3
   DEPTH OF COVER: 3 FT
   SAFETY FACTOR: 1.5
   CONVERSION FACTOR FOR PVC PIPE: 1.25

   *SAFETY FACTOR AND PVC CONVERSION FACTOR ALREADY APPLIED TO TABLE.

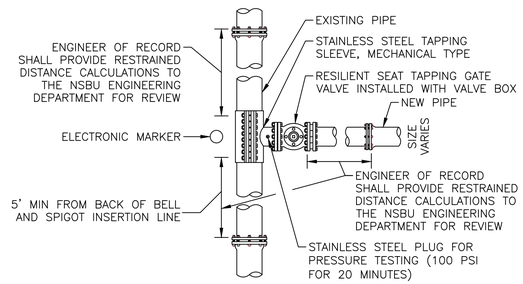
7. THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC SOIL DESIGNATIONS, LAYING CONDITIONS, PIPE MATERIAL, ETC. FOR DIP ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.
8. ALL THE JOINTS WITHIN THE CALCULATED LENGTH MUST BE RESTRAIINED.
9. IF DISTANCE BETWEEN FITTINGS IS LESS THAN OR EQUAL TO THE CALCULATED RESTRAINT LENGTH, RESTRAIN ALL JOINTS BETWEEN THOSE FITTINGS.

B1 BEDDING AND TRENCHING - TYPE B DETAIL

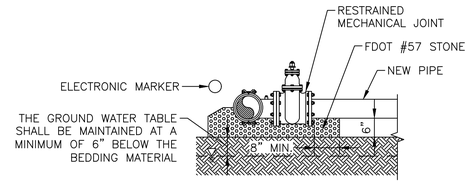


NOTES:
1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY NSBU.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

B3 TAPPING SLEEVE AND VALVE (SEWER) DETAIL



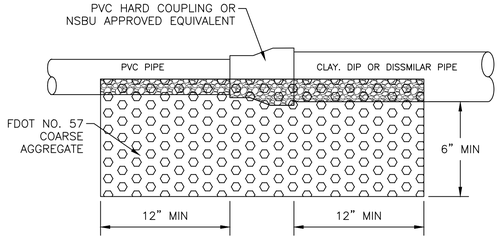
PLAN VIEW



SECTION VIEW

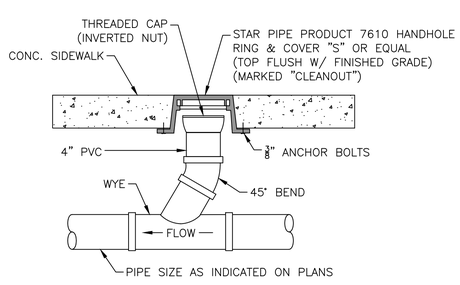
NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES NSBU ENGINEERING DEPARTMENT APPROVAL.
5. VALVES GREATER THAN 4" SHALL BE GEAR ACTUATED.

A1 SANITARY SEWER PIPE CONNECTION DETAIL

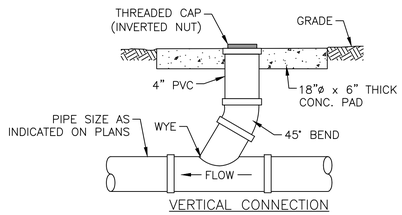


NOTES:
1. FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
2. HARBCO COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY NEW SMYRNA BEACH UTILITIES.

A2 GRAVITY SANITARY SEWER LATERAL CLEANOUT DETAIL

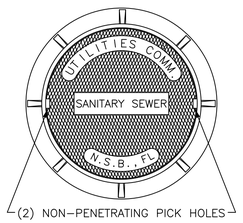


VERTICAL CONNECTION
CLEANOUT DETAIL FINISHED BUILDOUT
(IN PAVED AREA)
NTS

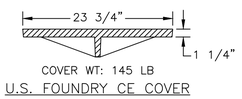


VERTICAL CONNECTION
CLEANOUT DETAIL FINISHED BUILDOUT
(IN UNPAVED AREA)
NTS

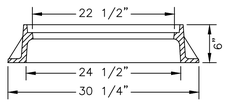
A4 STANDARD MANHOLE & RING COVER DETAIL



(2) NON-PENETRATING PICK HOLES
TOP VIEW



COVER WT: 145 LB
U.S. FOUNDRY CE COVER



RING WT: 150 LB
U.S. FOUNDRY 170 RING

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AIRPORT ADMINISTRATION BUILDING
NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

UTILITY PLAN DETAILS

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: PV
DRAWN BY: PV, JW
CHECKED BY: DJN
APPROVED BY: DJN
DATE: DECEMBER 2024

FDOT FM NO. 451291-1-94-01
AVCON PROJECT NO. 2023.287.06

CADD: 202328706_CU SERIES

DRAWING
CU502

BID DRAWINGS

XREFS: x2328706_TitleBlock x2328706_Markings x2328706_Proposed Utilities x2328706_BASEMAP x2328706_Geometry
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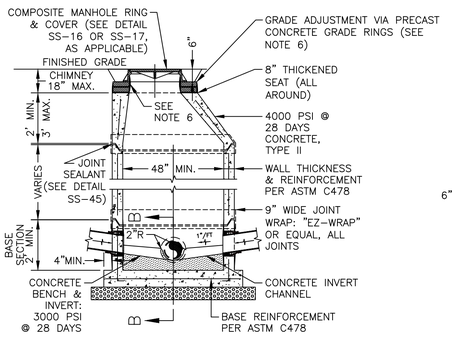
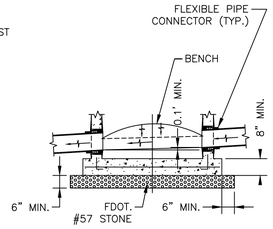
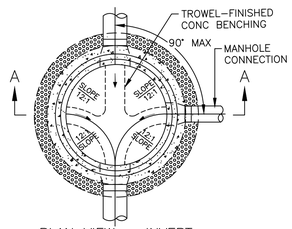


SECTION A–A



SECTION B–B



PLAN VIEW – INVERT

NOTES:
1. PRE–FORMED INVERTS ARE PERMITTED.
2. TOP SECTIONS SHALL BE ECCENTRIC.
3. STRUCTURES SHALL BE INSTALLED LEVEL IN ALL DIRECTIONS.
4. MANHOLE STRUCTURES SHALL BE COATED WITH COAL TAR EPOXY: 1 COAT OR 8 MILS OUTSIDE, 2 COATS OR 16 MILS INSIDE, THE FIRST COAT SHALL BE RED IN COLOR AND THE SECOND COAT SHALL BE GRAY; LINED MANHOLES SHALL BE COATED OUTSIDE ONLY.
5. PIPE CONNECTIONS AT MANHOLE JOINTS ARE NOT PERMITTED.
6. EPOXY MORTAR INSIDE & OUTSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS & PIPE OPENINGS FOR A SMOOTH FINISH.
7. CHANGES IN BENCH FLOW DIRECTION TO BE SMOOTH AND GRADUAL.
8. INVERTS WITH A DROP OF LESS THAN 2 FEET SHALL HAVE A CONCRETE SLIDE.

C1 STANDARD SEWER MANHOLE DETAIL

RESTRAINED PIPE TABLE
WASTEWATER FORCE MAINS

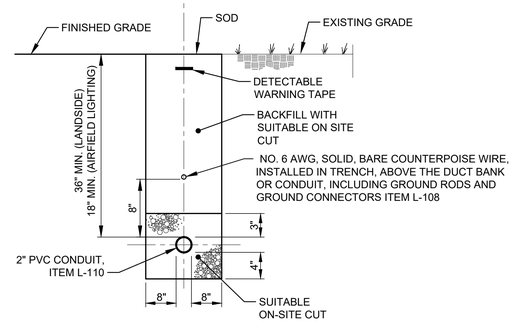
MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)										
TYPE	PVC PIPE SIZE									
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	18	24	31	38	43	55	65	75	88	100
45° BEND	8	10	13	15	18	23	26	31	38	43
22–1/2° BEND	4	5	6	8	9	11	13	15	18	20
11–1/4° BEND	2	3	4	5	6	8	9	10	11	13
PLUG OR BRANCH OF TEE	38	50	65	79	90	117	139	163	194	223
VALVE	19	25	32	40	45	59	70	82	98	112
REDUCER	VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER.									

NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:

WORKING PRESSURE: 100 PSI
SOIL DESIGNATION: SM (SAND SILT)
LAYING CONDITIONS: 3
DEPTH OF COVER: 3 FT
SAFETY FACTOR: 1.5
CONVERSION FACTOR FOR PVC PIPE: 1.25

THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE–SPECIFIC PARAMETERS, SUCH AS SOIL DESIGNATIONS AND LAYING CONDITIONS.

C3 RESTRAINED PIPE TABLE WASTEWATER DETAIL



CONDUIT TRENCHING NOTES:

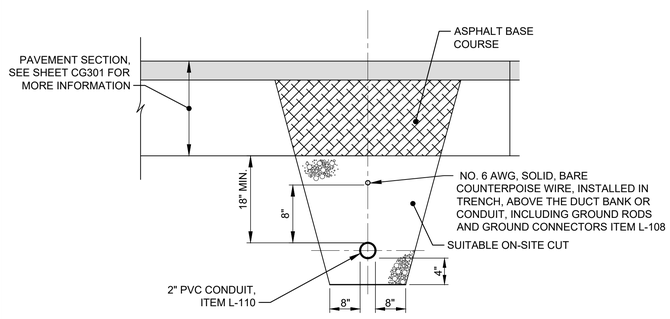
1. 12" DETECTABLE WARNING TAPE SHALL BE INSTALLED OVER EACH UTILITY PRIOR TO PLACING TOPSOIL.

2. PROVIDE 3" CLEARANCE (HORIZONTAL AND VERTICAL BETWEEN MULTIPLE CONDUITS IN A CONDUIT TRENCH.

3. THE CONTRACTOR SHALL RESTORE TRENCHED AREAS TO A CONDITION EQUAL TO OR BETTER THAN THE ORIGINAL SURFACE, WITH SOD ONLY.

4. AIRFIELD ELECTRICAL CONDUIT SHALL BE INSTALLED AT A DEPTH OF 18" IN TURF

B1 UTILITY TRENCHING IN TURF DETAIL



CONDUIT TRENCHING NOTES:

1. EXCAVATIONS, TRENCHING, AND SHORING SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.

2. EXCAVATIONS SHALL NOT UNDERMINE EXITING PAVEMENTS, STRUCTURES, OR UTILITIES.

3. PROVIDE 3" CLEARANCE (HORIZONTAL AND VERTICAL) BETWEEN MULTIPLE CONDUITS IN A CONDUIT TRENCH.

B3 UTILITY TRENCHING IN PAVEMENT DETAIL

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AVCON PROJECT NO. 2023.287.06

CADD: 202328706_CU SERIES

DRAWING
CU503

BID DRAWINGS

XREFS: x2328706_TitleBlock x2328706_Markings x2328706_Proposed Utilities x2328706_BASEMAP x2328706_Geometry
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1. BUILDING CODES

A. ALL CONSTRUCTION SHALL CONFORM WITH THE 2023 (8th EDITION) FLORIDA BUILDING CODE – BUILDING

B. IN ADDITION, ALL CONSTRUCTION SHALL CONFORM WITH THE GOVERNING LOCAL BUILDING CODE OR LOCAL JURISDICTIONAL REQUIREMENTS.

2. DESIGN LOADS

A. THE DESIGN DEAD LOADING FOR ALL FRAMING IS BASED ON THE CONSTRUCTION MATERIALS SHOWN ON THE DRAWINGS AND INDICATED IN THE SPECIFICATIONS. ALL FRAMING IS DESIGNED FOR THE FOLLOWING UNIFORM DEAD LOADS APPLIED IN ADDITION TO STRUCTURE SELF WEIGHT:

MECH., ELECT., PLUMBING, CEILING, ETC................15PSF
ROOFING..5PSF

B. THE MINIMUM DESIGN UNIFORMLY DISTRIBUTED LIVE LOADING FOR ALL NEW FRAMING SHALL BE AS FOLLOWS:

FLOOR LIVE LOADS
UNINHABITABLE ATTICS WITHOUT STORAGE..........10PSF
UNINHABITABLE ATTICS W/ STORAGE..................20PSF
SLEEPING AREAS..30PSF
ALL OTHER AREAS INCL. STAIRS........................40PSF

ROOF LIVE LOAD..20PSF

C. HANDRAIL/GUARDRAIL LIVE LOADS
GUARDS AND HANDRAILS (HIGHER OF) 200LB PT LOAD OR 50PLF.
GUARD PICKET/INFILL COMPONENTS 50PSF OVER A 1 SQ. FT. AREA.

D. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR THE METHOD OF CONSTRUCTION AND SHALL PROVIDE ALL TEMPORARY BRACING AND SHORING REQUIRED TO MAINTAIN THE STABILITY OF THE STRUCTURE AND TO SUPPORT CONSTRUCTION LOADS DURING CONSTRUCTION, INCLUDING SOILS ON WALLS FROM BACKFILLING PRIOR TO PLACING SLABS ON GRADE. DESIGN OF ALL BRACING IS THE CONTRACTORS RESPONSIBILITY. ANY SHORING OR BRACING ENGINEERING SHALL BE BY OTHERS.

3. MISCELLANEOUS

A. SHOP DRAWINGS FOR ALL STRUCTURAL ELEMENTS SHOWN ON THE CONTRACT DOCUMENTS MUST BE SUBMITTED BY THE CONTRACTOR OR OWNER FOR REVIEW BY THE ENGINEER.

B. THE CONTRACTOR SHALL REVIEW THE ARCHITECTURAL, MECHANICAL, ELECTRICAL PLUMBING AND STRUCTURAL DRAWINGS FOR LOCATION AND DIMENSION OF CHASES, INSERTS, OPENINGS, SLEEVES, DEPRESSIONS AND OTHER PROJECT REQUIREMENTS.

C. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS SHOWN ON THE CONTRACT DRAWINGS BEFORE PROCEEDING WITH CONSTRUCTION. ALL DISCREPANCIES AND OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONALS.

D. SCALES SHOWN ON THE CONSTRUCTION DOCUMENTS ARE FOR GENERAL INFORMATION ONLY. DIMENSIONAL INFORMATION SHALL NOT BE OBTAINED BY SCALING THE DRAWINGS.

4. SPREAD FOOTING FOUNDATIONS

A. THE BOTTOM OF ALL EXTERIOR FOOTINGS SHALL BE LOCATED AS INDICATED ON THE DRAWINGS.

B. ALL FOUNDATIONS HAVE BEEN DESIGNED FOR AN ASSUMED NET ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF. THE ALLOWABLE SOIL BEARING PRESSURE SHALL BE FIELD VERIFIED BY A LICENSED GEOTECHNICAL ENGINEER AND APPROVED PRIOR TO PLACING FOUNDATIONS. SHOULD THE ACTUAL SOIL BEARING PRESSURE BE LESS THAN 2000 PSF, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.

C. ALL FILL PLACED UNDER SPREAD FOOTINGS SHALL BE COMPACTED TO A DRY DENSITY OF AT LEAST 95 PERCENT OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 698 OR ALTERNATIVE REQUIREMENTS PROVIDED BY A GEOTECHNICAL ENGINEER.

D. ALL EXISTING SOIL CONTAINING GRAVEL, CONSTRUCTION OR DEMOLITION DEBRIS, ORGANIC SUBSTANCES, OR OTHER FOREIGN OBJECTS SHALL BE REMOVED FROM THE REGION WITHIN THE FOOTPRINT OF THE STRUCTURE.

5. STRUCTURAL FILL

A. NEW FILL MATERIAL AND EXISTING BASE MATERIAL SHALL BE FREE OF ALL REFUSE, DEBRIS, AND ORGANIC MATTER AND SHALL BE APPROVED FOR USE BY A GEOTECHNICAL ENGINEER.

B. FILL MATERIAL SHALL BE DEPOSITED IN 8 INCH MAXIMUM LOOSE LIFTS AND COMPACTED TO A DRY DENSITY OF AT LEAST 95 PERCENT OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 698 OR ALTERNATIVE REQUIREMENTS PROVIDED BY A GEOTECHNICAL ENGINEER.

6. SLABS ON GRADE

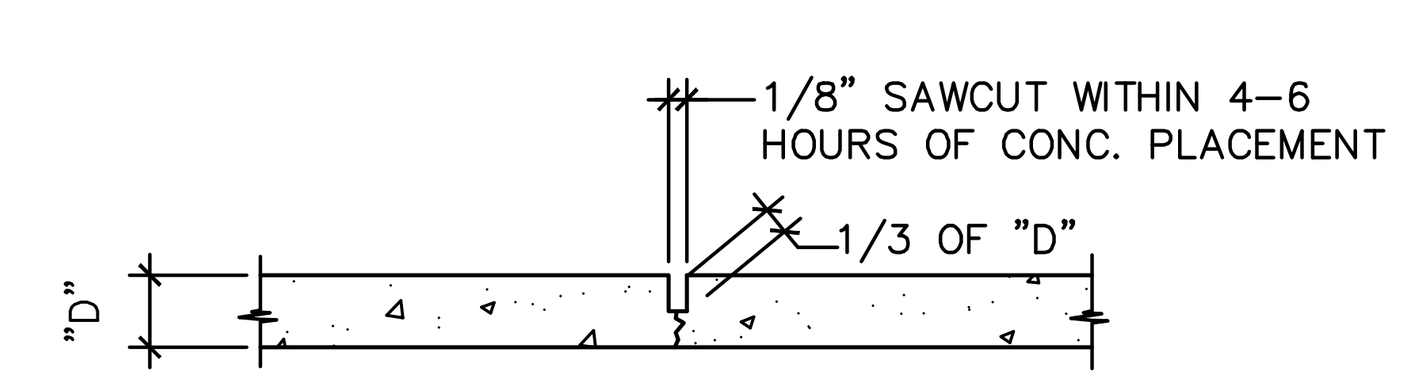
A. ALL SLABS ON GRADE SHALL CONSIST OF A 4 INCH THICK 2500 PSI (MIN) SLAB PLACED OVER A 6 MIL (MIN.) POLYETHYLENE VAPOR RETARDER OVER CLEAN COMPACTED FILL REINFORCED WITH POLYPROPOLENE FIBERS (FIBERMESH OR EQUAL), MIN. 1-1/2" LONG AT A RATE OF 1.5 LBS/ CY OF CONCRETE. ALL EDGES OF VAPOR RETARDER SHALL BE LAPPED 6 INCHES MIN. AND TAPED AT ALL JOINTS/PENETRATIONS.

B. ANY TERMITE TREATMENT SPECIFIED AND PERMITTED BY FBC-1816 IS ACCEPTABLE, INCLUDING:
SOIL TREATMENT WITH REGISTERED TERMITICIDE, OR
BAITING SYSTEMS (SENTRICON OR APPROVED EQUAL), OR
PESTICIDES APPLIED TO WOOD (BORA-CARE OR APPROVED EQUAL)

C. SLABS ON GRADE SHALL BE SCREEDED, FLOATED, AND STEEL TROWELED TO FORM A SMOOTH, DENSE, AND PLANE SURFACE. PLACE CONCRETE PER ACI 302. CONTRACTOR SHALL READ, UNDERSTAND FOLLOW GUIDELINES SET FORTH FOR PREPARING SUBGRADE, PLACING, CONSOLIDATING, FINISHING AND CURING CONCRETE SLABS.

D. EXTEND SLAB 1-1/2" INCHES AT DOOR OPENINGS, AND RECESS PER DOOR/STOREFRONT MANUFACTURER SPECIFICATIONS

E. SAWCUT CONTROL JOINTS IN CONCRETE SLAB RECOMMENDED AT 12'-0" O.C. MAX



NOTE: RECOMMENDED SPACING OF CONTROL JOINTS NOT TO EXCEED MAX. SPACING OF 12'-0"

1/S1 STRUCTURAL GENERAL NOTES
SCALE: N.T.S.

7. CAST IN PLACE CONCRETE

A. ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301)"; AND TO THE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318)".

B. IN ADDITION TO THE ABOVE, ALL CONCRETE WORK SHALL CONFORM TO THE FOLLOWING:

1. REC. PRACTICE FOR HOT WEATHER CONCRETING (ACI 305).
2. REC. PRACTICE FOR COLD WEATHER CONCRETING (ACI 306).
3. REC. PRACTICE FOR CONCRETE FORMWORK (ACI 347).

C. ALL CONCRETE EXPOSED TO PUBLIC VIEW SHALL CONFORM TO THE REQUIREMENTS FOR ARCHITECTURAL CONCRETE CONTAINED IN ACI 301.

D. ALL CONCRETE; UNLESS NOTED OTHERWISE, SHALL BE STONE AGGREGATE CONCRETE HAVING THE FOLLOWING MINIMUM 28 DAY COMPRESSIVE STRENGTHS:

FOUNDATIONS	3000 PSI
SLABS ON GRADE	3000 PSI
BEAMS/COLUMNS/ELEVATED SLABS	4000 PSI

ALL CONCRETE EXPOSED TO WEATHER SHALL HAVE AN AIR ENTRAINMENT OF 5% +/- 1%. NO ADMIXTURES CONTAINING CALCIUM CHLORIDE SHALL BE PERMITTED. MAXIMUM AGGREGATE SIZE SHALL BE 1", AND MAXIMUM SLUMP SHALL BE 4", 3" FOR SLABS ON GRADE. ALL CONCRETE EXCEPT FOOTINGS SHALL CONTAIN A WATER REDUCING ADMIXTURE. PORTLAND CEMENT SHALL CONFORM TO ASTM C 150 AND NORMAL WEIGHT AGGREGATES SHALL CONFORM ASTM C 33.

E. ALL REINFORCING BARS SHALL BE NEW BILLET STEEL CONFORMING TO GRADE 60 MIN. GRADE 40 ACCEPTABLE FOR FOUNDATIONS. ALL WELDED WIRE FABRIC (W.W.F.) SHALL CONFORM TO ASTM A 185. LAP ALL REINFORCING BARS A MINIMUM OF 48 BAR DIAMETERS (30" FOR #5 REINF.) AND ALL W.W.F. A MINIMUM OF TWO FULL GRIDS, UNLESS OTHERWISE INDICATED.

G. ALL REINFORCING SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE CRSI "MANUAL OF STANDARD PRACTICE", ACI 315" DETAILS AND DETAILING OF CONCRETE REINFORCEMENT", ACI SP 66 "DETAILING MANUAL".

H. GROUND BLAST FURNACE SLAG MAY BE USED TO REPLACE UP TO 50 PERCENT OF THE PORTLAND CEMENT IN A CONCRETE MIX, AND FLY ASH OR POZZOLAN MAY BE USED TO REPLACE UP TO 25 PERCENT OF PORTLAND CEMENT, SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER AND SHALL CONFORM TO ASTM C 989.

L. MINIMUM COVER FOR ALL REINFORCING SHALL BE AS FOLLOWS UNLESS OTHERWISE INDICATED:

FOUNDATIONS	3 INCHES
SLABS ON GRADE	2 INCHES (TOP)
ALL OTHER CONCRETE	ACI STANDARDS

8. CONCRETE MASONRY

A. ALL MASONRY CONSTRUCTION SHALL CONFORM TO THE "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530/ASCE 5/TMS 402)" AND TO THE "SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1/ASCE 6/TMS 602)".

B. ALL CONCRETE MASONRY SHALL HAVE A SPECIFIED COMPRESSIVE STRENGTH OF MASONRY, f'm = 1500 PSI.

C. ALL WALLS SHALL BE CONSTRUCTED OF NORMAL WEIGHT HOLLOW LOAD BEARING UNITS CONFORMING TO ASTM C90 WITH A NET COMPRESSIVE STRENGTH OF 1900 PSI.

D. ALL EXTERIOR WALLS AND BEARING WALLS SHALL BE CONSTRUCTED WITH TYPE "S" CEMENT LIME MORTAR ABOVE GRADE, AND TYPE "M" BELOW GRADE. ALL MORTAR SHALL CONFORM TO ASTM C270 WITH TYPE "S" MORTAR OBTAINING AN AVERAGE COMPRESSIVE STRENGTH OF 1800 PSI AT 28 DAYS AND TYPE "M" MORTAR OBTAINING AN AVERAGE COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.

E. ALL FILL FOR CONCRETE MASONRY SHALL BE GROUT CONFORMING TO ASTM C 476 WITH A COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.

F. ALL MASONRY WALLS SHALL BE REINFORCED WITH 9 GA LADDER TYPE GALVANIZED HORIZONTAL JOINT REINFORCING CONFORMING TO ASTM A 82 AND SPACED VERTICALLY AT 16" O.C., UNLESS OTHERWISE INDICATED. PROVIDE CORNER AND TEE PIECES AT ALL INTERSECTIONS. LAP ALL JOINTS 6" MINIMUM. LADDER REINF. IS RECOMMENDED FOR SHRINKAGE CRACK CONTROL, HOWEVER, AT GENERAL CONTRACTOR DISCRETION THE LADDER REINFORCING MAY BE ELIMINATED AND IS NOT A FBC MANDATED REQUIREMENT.

G. ALL REINFORCING BARS FOR MASONRY SHALL BE NEW BILLET STEEL CONFORMING TO GRADE 40 MIN

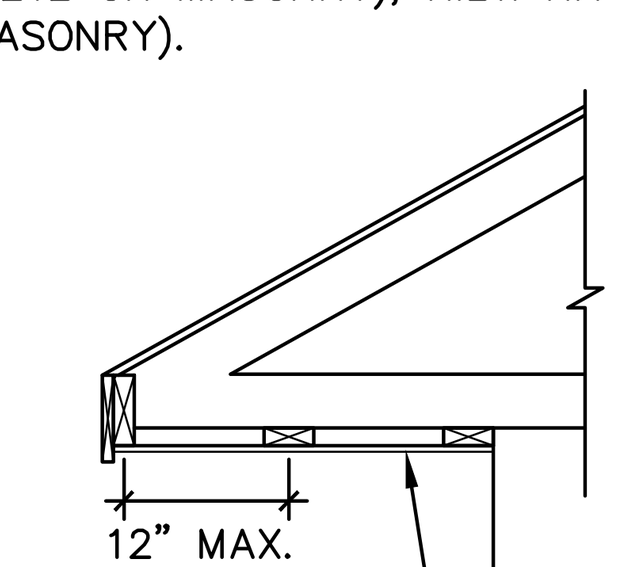
H. ALL VERTICAL REINFORCING SHALL BE LAP SPLICED A MINIMUM OF 48 BAR DIAMETERS (30" FOR #5 REINF.) UNLESS OTHERWISE INDICATED. ALL MASONRY CORES CONTAINING VERTICAL REINFORCING SHALL BE GROUTED SOLID.

I. IF VERTICAL REINF. IS MISSING/MISPLACED, REPLACEMENT REINF. MAY BE DOWELLED INTO FOOTING 5" MIN. WITH EPOXY.

9. EPOXY

A. ALL EPOXY CALLED FOR IN PLANS TO BE SIMPSON SET (CONCRETE OR MASONRY), SIMPSON HP-ET, (CONCRETE OR MASONRY), HILTI HIT-RE 500 V3 (CONCRETE), OR HILTI HIT-HY 270 (MASONRY).

10. SOFFITS



ALL EXTERIOR SOFFITS TO BE SUPPORTED AT 12" O.C. MAX. UNLESS FLORIDA APPROVED MANUFACTURER SPEC. PROVIDED

11. PRE-ENGINEERED WOOD TRUSSES

A. WOOD TRUSSES SHALL DESIGNED FOR THE LOADS INDICATED ON THE CONTRACT DOCUMENTS. ALL TRUSS TO TRUSS CONNECTIONS SHALL BE DESIGNED AND SPECIFIED BY THE TRUSS SUPPLIER.

B. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND DESIGN CALCULATIONS FOR ALL WOOD TRUSSES INCLUDING TRUSS LAYOUT, WOOD SPECIES AND GRADE, MEMBER SIZES, TRUSS BEARING CONNECTION DETAILS WITH CLEARLY INDICATED REACTIONS, AND THE DESIGN AND LOCATION OF ALL REQUIRED BRACING AND BRIDGING. THE TRUSSES SHALL BE DESIGNED IN A MANNER THAT AVOIDS ADDITIONAL MEMBER BRACING. THE CALCULATIONS AND SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA. CONTRACTOR TO VERIFY THAT TRUSS DESIGN MATCHES ROOF PLAN PRIOR TO FABRICATION.

12. WOOD

A. ALL STRUCTURAL SHEATHING SHALL CONFORM TO THE DESIGN SPECIFICATIONS OF THE AMERICAN PLYWOOD ASSOCIATION. APA PS 1. PLYWOOD SHALL HAVE A MINIMUM OF THREE CONTINUOUS SPANS WITH FACE GRAIN PERPENDICULAR TO SUPPORTS. ALL SHEATHING SHALL BE SPAN RATED FOR THE LOADS AND FRAMING SPACING AS INDICATED ON THE DRAWINGS.

B. FLOOR SHEATHING:
USE 23/32" PLYWOOD (MIN.) FOR FLOOR SHEATHING. FASTEN PLYWOOD TO FLOOR TRUSSES W/ #8 SCREWS AT 6" O.C. AND GLUE.

C. ROOF SHEATHING:
USE 19/32" (5/8") CDX. OR ZIP OR OSB (MIN.) FOR ROOF SHEATHING. FASTEN TO ROOF FRAMING W/ 8d RING SHANK NAILS (ASTM F1667 RSRS-03) AT 4" O.C. AT ALL PANEL EDGE SUPPORTS AND 6" O.C. AT ALL INTERIOR SUPPORTS. REDUCE NAIL SPACING TO 4" O.C. WITHIN 4'-0" OF ALL ROOF EDGES PER DIAGRAM SHOWN BELOW (ZONES 2 AND 3). IN EXPOSURE B AREAS CONTRACTOR PERMITTED TO SUBSTITUTE 15/32" (1/2") CDX OR 7/16" ZIP/OSB USING PLYWOOD SHEATHING CLIPS AND WITH OWNER'S APPROVAL. IN EXPOSURE B AREAS FASTENERS MAY BE INSTALLED AT 6" O.C. AT ALL LOCATIONS. ROOF SHEATHING SHALL NOT CANTILEVER MORE THAN 9" BEYOND A GABLE END WALL UNLESS SUPPORTED BY GABLE OVERHANG FRAMING.

D. VERTICAL WALL SHEATHING (INC. GABLES, TRUSS HEELS ETC.):
USE 15/32" CDX. OR 7/16" OSB/ZIP (MIN.) FOR WALL SHEATHING. FASTEN SHEATHING TO STUDS W/ 8d NAILS @ 6" O.C. AT ALL EDGE SUPPORTS AND 6" O.C. AT ALL INTERIOR SUPPORTS. (MIN. PENETRATION 1-1/2")

E. WOOD GRADE SHALL BE REGULAR SOUTHERN PINE NO. 2, 19% MOISTURE CONTENT MAX., Fb = 1400psi MIN. 2x4 STUDS MAY BE SPRUCE, PINE OR FIR.

F. ALL MANUFACTURED/GLULAM/POWERBEAM/LVL MEMBERS TO HAVE A MINIMUM BENDING STRESS OF Fb = 2250psi AND COMPLY WITH FBCR 802.1.2.

G. ALL DOUBLE BEAMS TO BE CONNECTED WITH 12d NAILS AT 16" O.C. STAGGERED, MIN. ALL TRIPLE AND QUADRUPLE BEAMS TO BE CONNECTED WITH 3/16" DIA. LAG SCREWS AT 16" O.C. ON BOTH FACES OF BEAM.

H. ALL SIMPSON CONNECTORS TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS, INCLUDING NUMBER, LENGTH AND DIAMETER OF FASTENER. WHERE CONNECTOR HAS MULTIPLE OPTIONS FOR NUMBER OF NAIL HOLES TO BE FILLED, THE MAX. NUMBER OF NAIL HOLES SHOULD BE FILLED U.N.O.

I. ALL WOOD IN CONTACT WITH THE GROUND AND THAT SUPPORTS PERMANENT STRUCTURES INTENDED FOR HUMAN OCCUPANCY SHALL BE APPROVED PRESERVATIVE TREATED WOOD (FBC R317.1.2.). FASTENERS IN CONTACT WITH PRESERVATIVE TREATED WOOD TO COMPLY WITH FBC R317.3.1. OR PROVIDE BUILDING PAPER OR PEEL & STICK BARRIER BETWEEN CMU/WOOD.

J. INTERIOR NON-LOAD BEARING STUD WALLS TO BE 2x4 STUDS SPACED AT 24" ON CENTER.

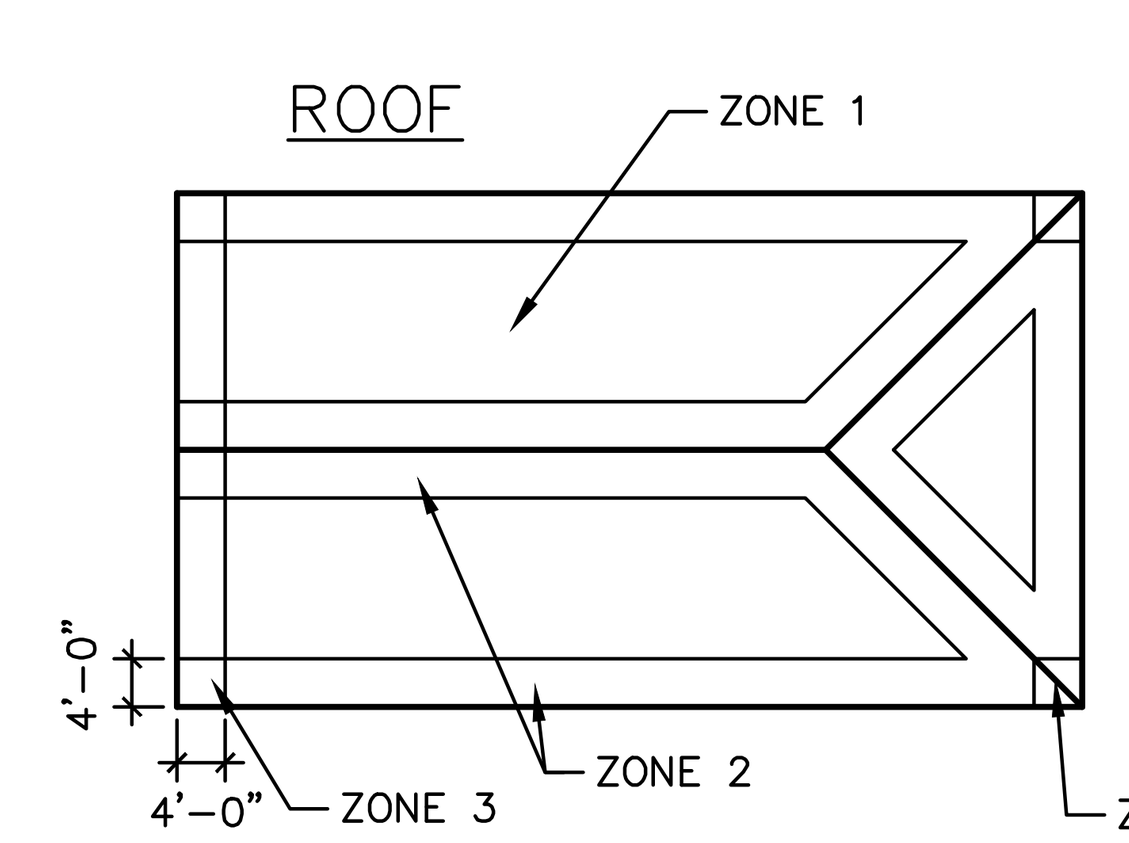
13. WIND LOADING:

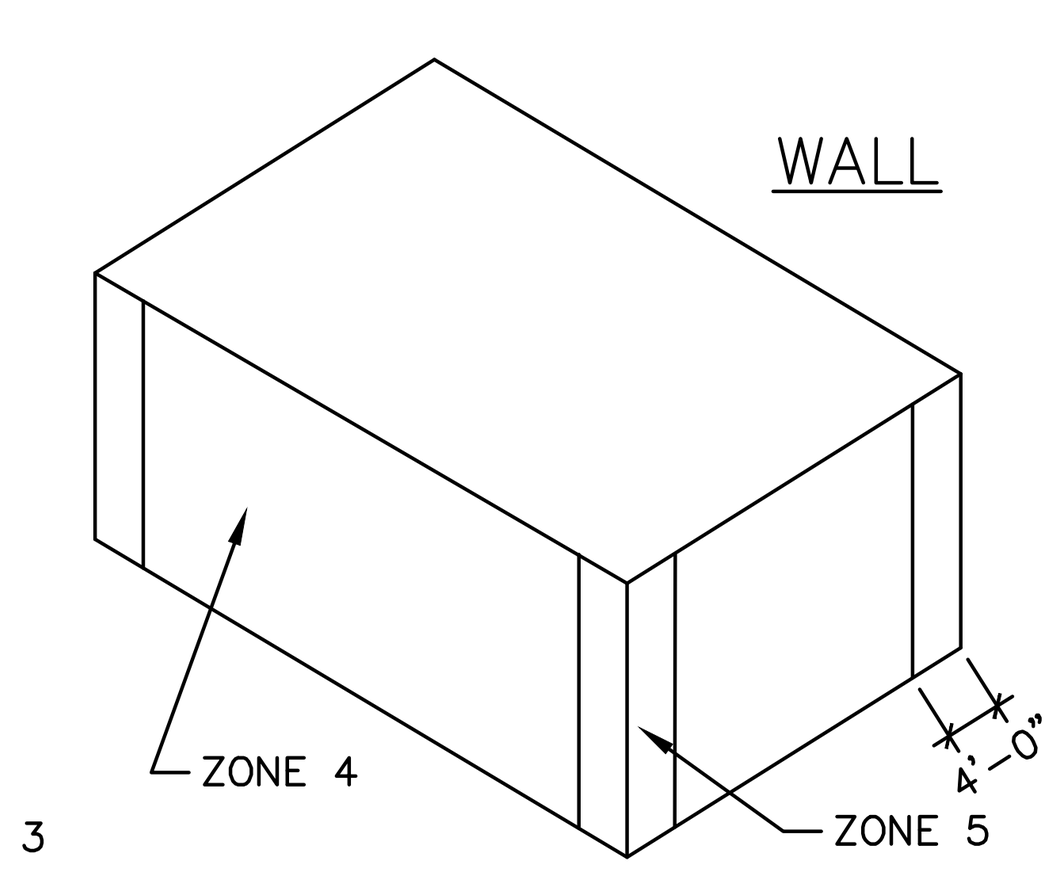
DESIGN WIND SPEED Vult = 140 MPH (Vasd = 108 MPH)
IMPORTANCE FACTOR, I = 1.0
BUILDING RISK CATEGORY = II
WIND EXPOSURE CATEGORY = D
INTERNAL PRESSURE COEFF. (ASCE ENCLOSED BLDG) = ± 0.18

COMPONENTS AND CLADDING WIND PRESSURE SCHEDULE Vasd VALUES (ROOF ANGLE 20° – 27°)

	ZONE	TRIBUTARY AREA	PRESSURE
HIP ROOF	1	10 20 50 100	+26.2, −47.0 +22.6, −57.9 +17.9, −48.8 +16.6, −42.0
HIP ROOF	2	10 20 50 100	+26.2, −64.9 +22.6, −41.7 +17.9, −34.5 +16.6, −29.2
HIP ROOF	3	10 20 50 100	+26.2, −64.9 +22.6, −57.9 +17.9, −48.8 +16.6, −42.0
	ZONE	TRIBUTARY AREA	PRESSURE
1ST STORY WALL	4	10 20 50 100	+31.2, −33.7 +29.7, −32.3 +27.9, −30.4 +26.5, −29.1
1ST STORY WALL	5	10 20 50 100	+31.2, −41.6 +29.7, −38.8 +27.9, −35.1 +26.5, −32.3
2ND STORY WALL (WINDOWS ABOVE 15')	4	10 20 50 100	+35.2, −38.0 +33.5, −36.5 +31.5, −34.4 +29.9, −32.9
2ND STORY WALL (WINDOWS ABOVE 15')	5	10 20 50 100	+35.2, −47.0 +33.5, −43.8 +31.5, −39.7 +29.9, −36.5

ALL WINDOWS AND DOORS TO BE SELECTED FROM WALL PRESSURE TABLES. ZONES 2, 3 & 5 WITHIN 8'-0" OF CORNERS/EDGES.





14. STRUCTURAL AND MISCELLANEOUS STEEL

A. ALL STEEL CONSTRUCTION SHALL CONFORM TO THE FIFTEENTH EDITION OF THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS; ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN" AND THE AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES".

B. ALL STRUCTURAL STEEL (WIDE FLANGE BEAMS, COLUMNS, ETC.) SHALL CONFORM TO ASTM A 992 GRADE 50.

C. ALL MISCELLANEOUS STEEL (ANGLES, PLATES, ETC.) SHALL CONFORM TO ASTM A 36 HAVING A MINIMUM YIELD STRENGTH OF Fy = 36,000 PSI.

D. ALL STRUCTURAL STEEL PIPE SHALL CONFORM TO ASTM A 501 HAVING A MINIMUM YIELD STRENGTH OF Fy = 36,000 PSI OR TO ASTM A 53, TYPE "E" OR "S" GRADE "B", HAVING A MINIMUM YIELD STRENGTH OF Fy = 35,000 PSI.

E. ALL STRUCTURAL STEEL TUBES SHALL CONFORM TO ASTM A 500, GRADE "B", HAVING A MINIMUM YIELD STRENGTH OF Fy = 50,000 PSI.

F. ALL BEAM CONNECTIONS SHALL DEVELOP THE FULL UNIFORM LOAD CAPACITY OF THE MEMBER WITH DUE CONSIDERATION OF CONCENTRATED LOADS. BOLTED CONNECTIONS SHALL USE NO LESS THAN TWO 3/4" DIA. ASTM A325N OR A490 HIGH STRENGTH BOLTS. CONFORM TO AISC SPECIFICATION "STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS". ALL STEEL BOLTED CONNECTIONS SHALL BE SNUG-TIGHT UNLESS OTHERWISE INDICATED ON THE DRAWINGS. ALL WELDED CONNECTIONS SHALL USE E70XX ELECTRODES.

G. ALL ANCHOR RODS AND BOLTS, EPOXY BOLT CONNECTIONS, AND ALL THREADED RODS INDICATED ON PLANS SHALL BE A36 THREADED ROD (OR GREATER STRENGTH) U.N.O. ON PLANS OR DETAILS. WHERE A WELDED ROD OR BOLT IS INDICATED ON THE PLANS, THIS SHALL BE A36 OR A572 TYPE ANCHOR RODS (NOT HEADED STUDS).

H. ALL SHOP AND FIELD WELDS SHALL BE PERFORMED BY CERTIFIED WELDERS AND CONFORM TO THE AMERICAN WELDING SOCIETY CODE FOR BUILDINGS AWS D1.1. WELDS SHALL DEVELOP THE FULL STRENGTH OF MATERIALS BEING WELDED UNLESS OTHERWISE INDICATED.

I. ALL STRUCTURAL STEEL SHALL BE SHOP PAINTED WITH AN APPROVED CORROSION RESISTANT PRIMER AND SHALL BE PERFORMED IN STRICT ACCORDANCE WITH AISC AND SSPC SPECIFICATIONS AND THE MANUFACTURER'S RECOMMENDATIONS.

J. GROUT FOR BASE AND BEARING PLATES SHALL BE NON-SHRINK, NON-METALLIC GROUT CONFORMING TO ASTM C 827 WITH MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI AT 28 DAYS.

K. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INDICATING THE SIZES, EXTENT, AND LOCATION OF ALL STRUCTURAL AND MISCELLANEOUS STEEL FRAMING INCLUDING ALL CONNECTIONS, FASTENERS, AND BEARINGS.

L. ALL STEEL MEMBERS THAT WILL BE PERMANENTLY EXPOSED TO WEATHER, SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123 FOLLOWING FABRICATION.

15. LIGHT GAUGE STEEL FRAMING

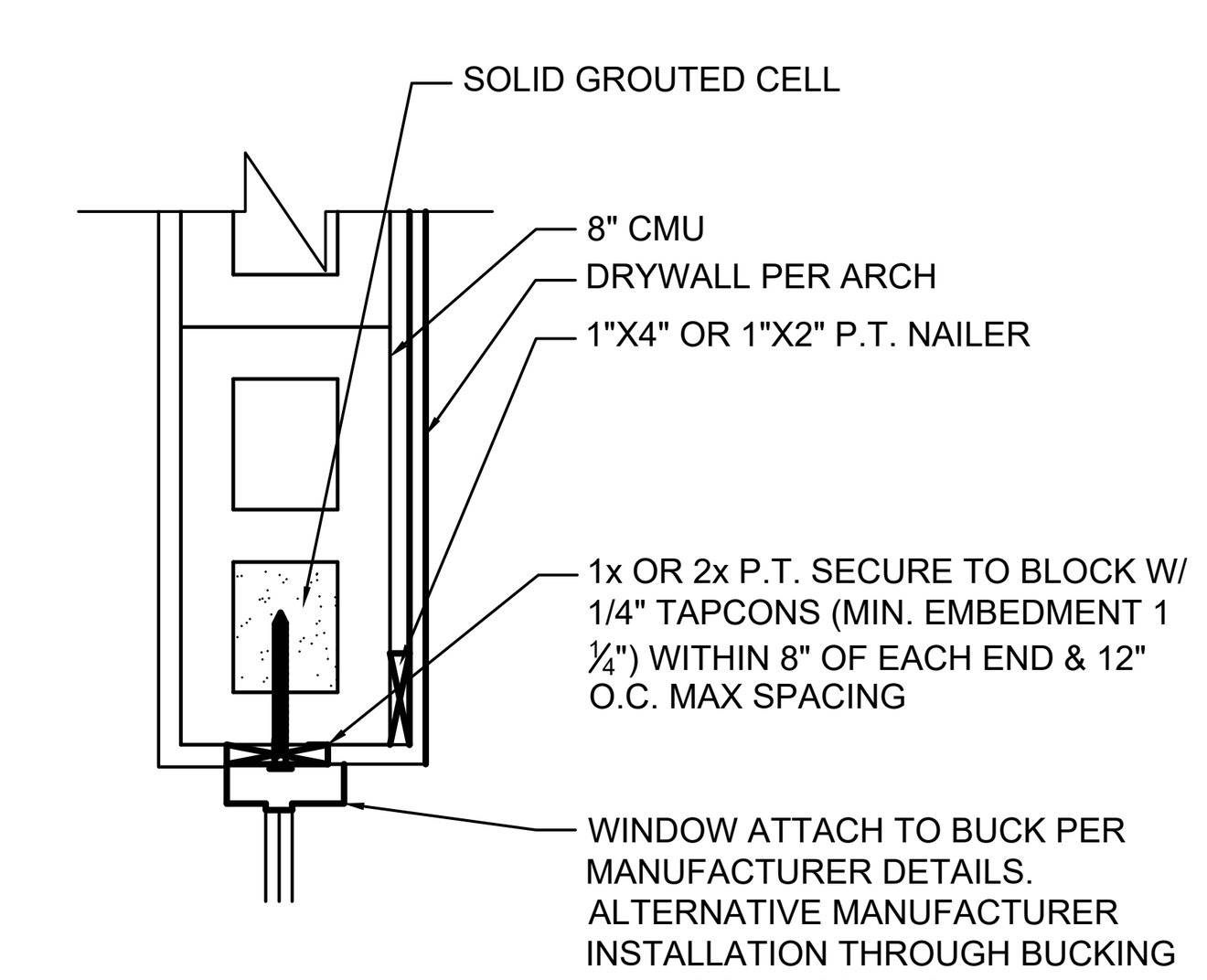
A. ALL COLD FORMED METAL FRAMING SHALL BE DESIGNED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE AISI "COLD FORMED STEEL DESIGN MANUAL" INCLUDING THE "SPECIFICATION FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS".

B. ALL EXTERIOR COLD FORMED METAL MEMBERS SHALL BE THE SIZE, GAGE, AND CROSS SECTION INDICATED ON THE SPECIALTY ENGINEERS DRAWINGS, SPECIALTY ENGINEER TO SUBMIT SIGNED AND SEALED SHOP DRAWINGS AND CALCULATIONS FOR E.O.R REVIEW.

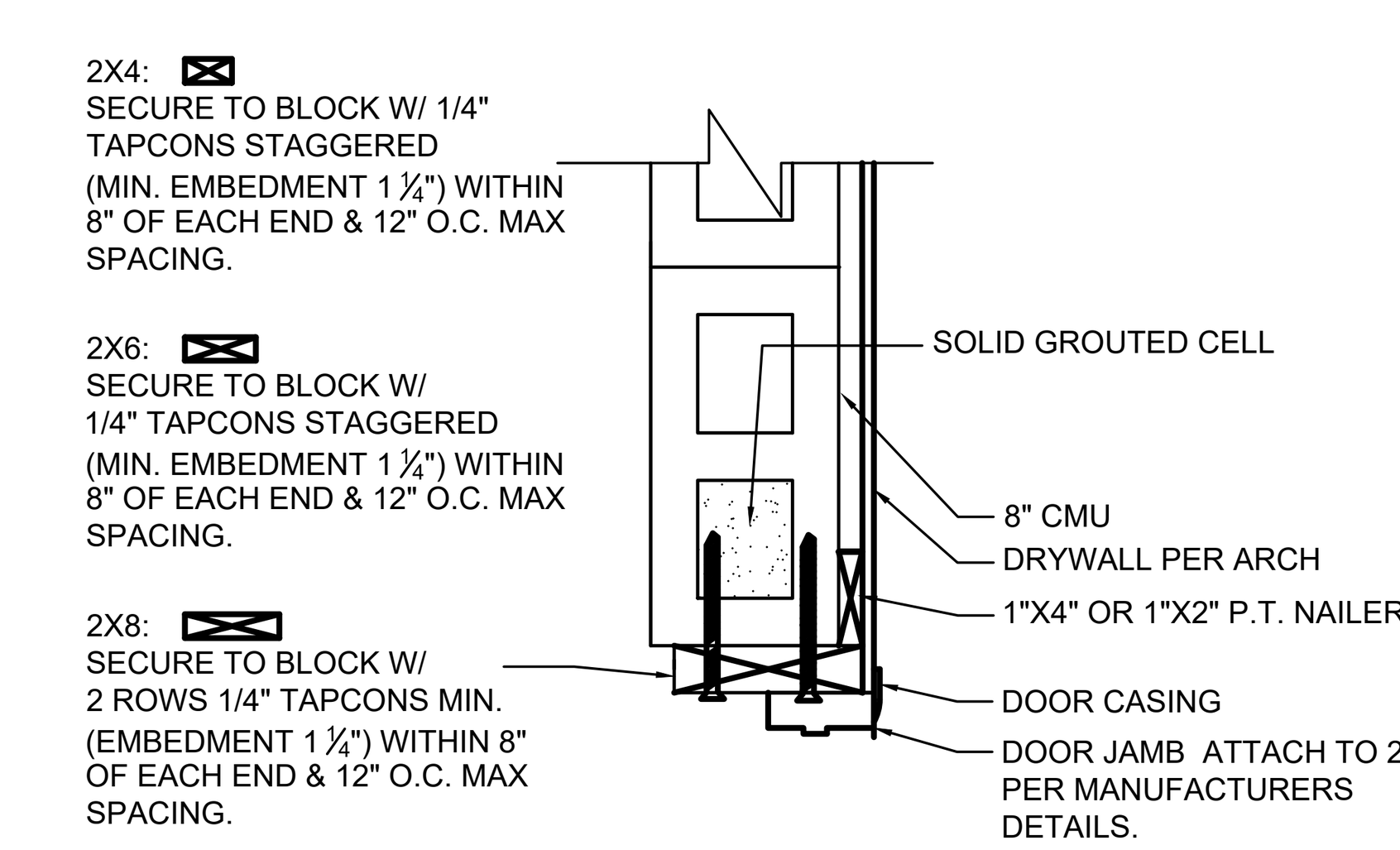
C. ALL COLD FORMED METAL MEMBERS 16 GAGE THICKNESS OR HEAVIER SHALL BE PRODUCED FROM STEEL CONFORMING TO ASTM A 446 WITH A MINIMUM YIELD STRENGTH OF 50 KSI. ALL MEMBERS 18 GAGE OR LIGHTER SHALL BE PRODUCED FROM STEEL CONFORMING TO ASTM A 446 WITH A MINIMUM YIELD STRENGTH OF 33 KSI.

D. ALL COLD FORMED METAL MEMBERS SHALL BE SHEARED OR SAW CUT, CUTTING OF MEMBERS WITH A TORCH IS NOT PERMITTED.

E. SPLICES IN COLD FORMED METAL MEMBERS IS NOT PERMITTED UNLESS DETAILED ON THE SIGNED AND SEALED SHOP DRAWINGS.



A WINDOW JAMB TO BLOCK WALL CONNECTION
SCALE = N.T.S.



B DOOR JAMB TO BLOCK WALL CONNECTION
SCALE = N.T.S.

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REVISIONS:	
Project No.:	24-212
Date:	NOV 2024
Drawn By:	LMM
Checked By:	DS

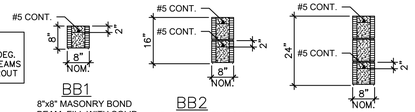
STRUCTURAL NOTES & DETAILS

S1

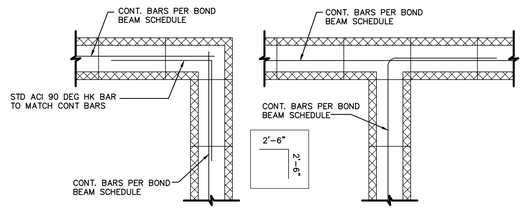
100% Construction Documents

BOND BEAM REINFORCEMENT:

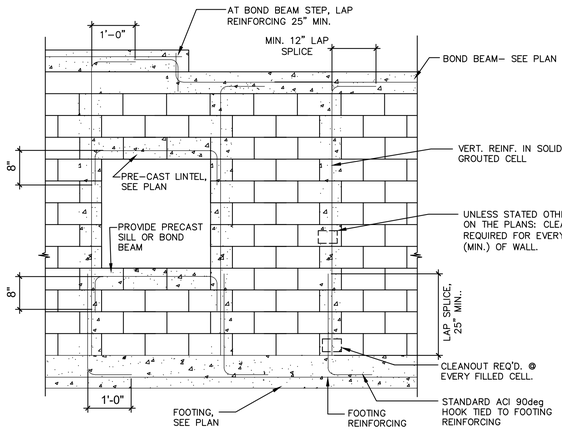
LAP ALL HORIZ. BARS 30" MIN. USE ACI 90 DEG. BENDS AT ALL CORNERS. ALL PIERS, BOND BEAMS AND LINTELS SHALL BE FILLED SOLID WITH GROUT



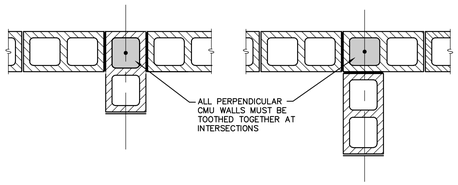
BOND BEAM DETAILS



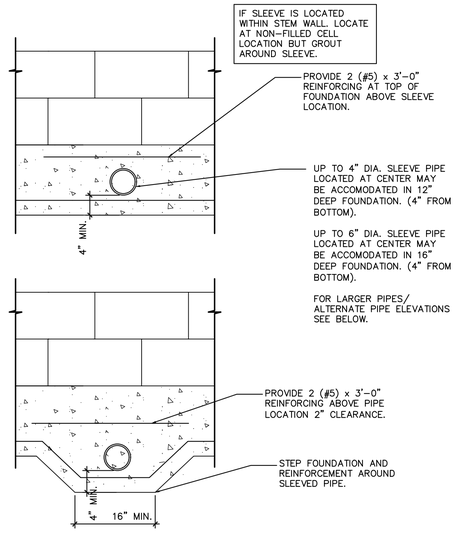
BOND BEAM CORNER DETAILS



TYPICAL CMU WALL CONSTRUCTION DETAIL

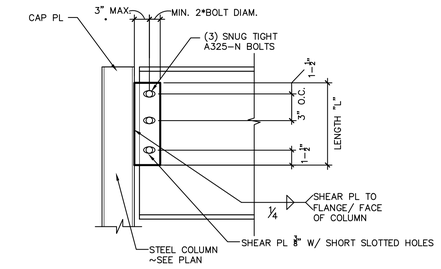


CORNER TIE-IN DETAIL



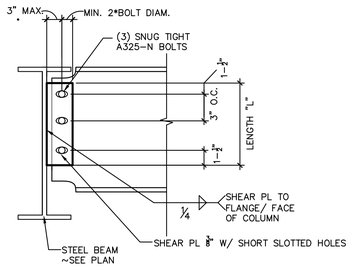
SLEEVED FOUNDATION DETAIL

1 S2 TYPICAL CMU WALL CONSTRUCTION
SCALE: N.T.S.

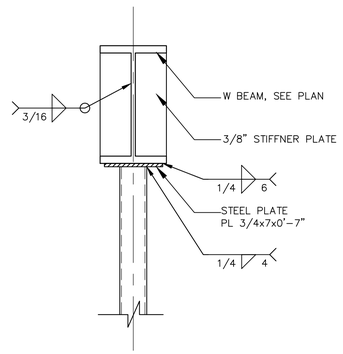


A SHEAR TAB BEAM TO COLUMN CONNECTION

BEAM SIZES	3/4"ø A325N BOLTS	SHEAR PL LENGTH(L)
W10, W12, W14	3	9"
W16, W18	4	12"
W21	5	15"
W24	6	18"



B SHEAR TAB BEAM TO COLUMN CONNECTION



C BEAM TO HSS COLUMN DETAIL TOP MOUNT

2 S2 STEEL CONNECTION DETAILS
SCALE: N.T.S.

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Daniel Suiter PE FL #63901

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NEW SMYRNA BEACH AIRPORT
Administration Building

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REVISIONS:	
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Drawn By:	LMM
Checked By:	DS

STRUCTURAL DETAILS

S2

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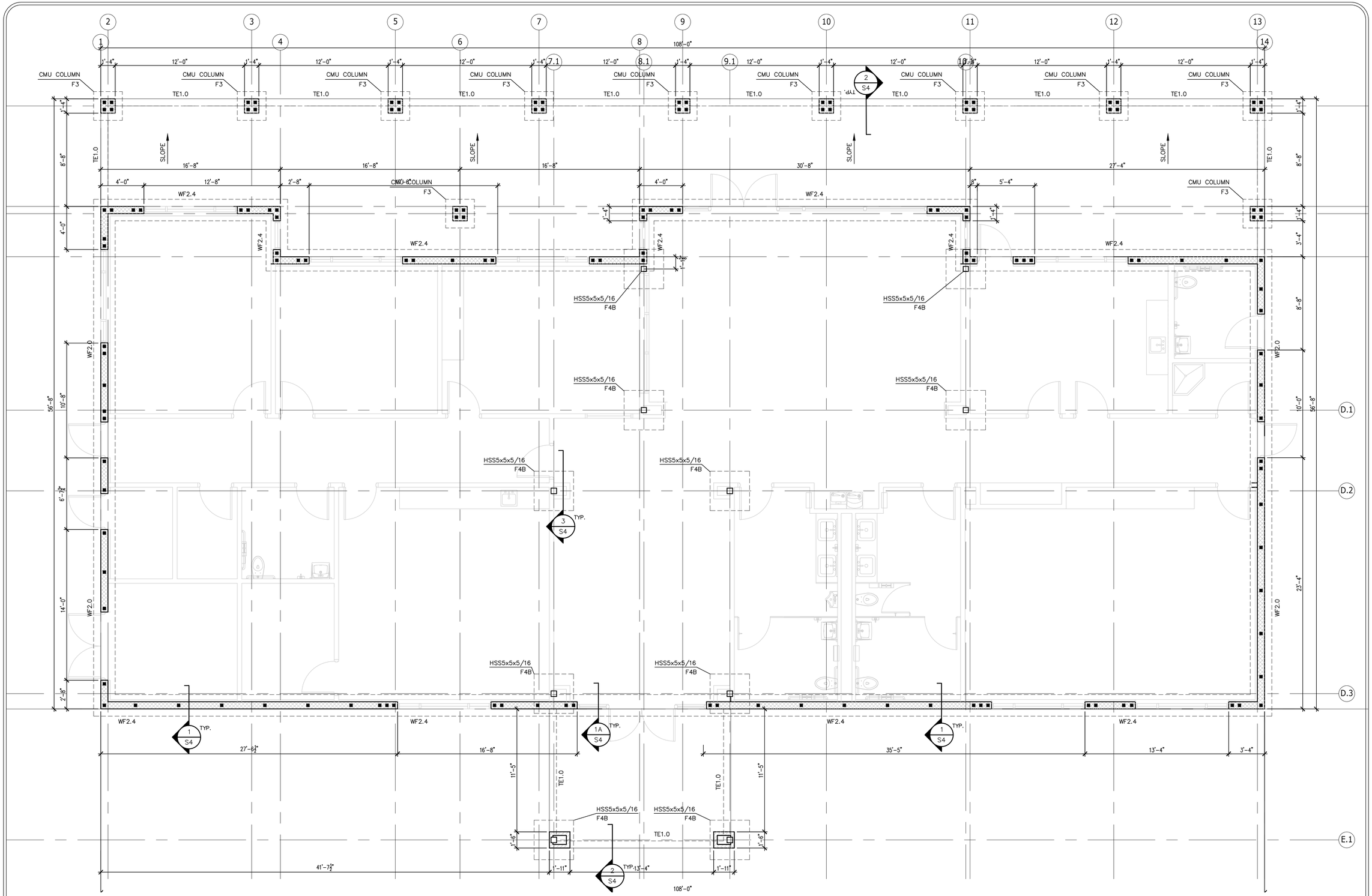

FOUNDATION SCHEDULE

MARK	W x L	DEPTH	REINFORCEMENT	T.O. FTG. EL.
TE1.0	0'-8" x CONT.	0'-8"	1- #5 CONT. BOT.	T.O. SLAB
WF2.0	1'-8" x CONT.	0'-10"	3- #5 CONT. BOT.	-2'-0" MIN.
WF2.4	1'-8" x CONT.	1'-2"	3- #5 CONT. BOT. #5 AT 32" O.C. TRANSV.	-2'-0" MIN.
F3	2'-8"x2'-8"	1'-4"	4- #5s EACH WAY, BOT.	-2'-0" MIN.
F3A	2'-8"x2'-8"	1'-4"	4- #5s EACH WAY, BOT.	T.O. SLAB
F3B	2'-8"x2'-8"	1'-4"	4- #5s EACH WAY, BOT.	-1'-0"
F4	2'-8"x2'-8"	1'-4"	5- #5s EACH WAY, BOT.	-2'-0" MIN.
F4A	2'-8"x2'-8"	1'-4"	5- #5s EACH WAY, BOT.	T.O. SLAB
F4B	2'-8"x2'-8"	1'-4"	5- #5s EACH WAY, BOT.	-1'-0"

NOTES

1. SEE GENERAL NOTES FOR CONCRETE SLAB CRITERIA
2. PROVIDE SAWCUT CONTROL JOINTS IN FLOOR SLAB AT 12'-0" (SUGGESTED), COORD. WITH OWNER FOR FLOOR FINISHES. SEE GENERAL STRUCT. NOTES SHEET.
3. CONTRACTOR SHALL COORDINATE EXACT PLUMBING FIXTURE LOCATIONS, PLUMBING FIXTURES SHOWN ON THIS PLAN FOR ILLUSTRATIVE PURPOSES ONLY.
4. SEE FLOOR PLANS FOR INTERIOR STUD PARTITION WALL LOCATIONS.
5. ALL INTERIOR FOOTINGS TO EXTEND 8" MIN. PAST END OF BEARING WALL U.N.O.
6. PROVIDE BOND BEAM BB1 OR PRECAST CONCRETE SILL BELOW ALL MASONRY WINDOW OPENINGS.
7. PROVIDE BOND BEAM BB2 AT TOP OF ALL CMU WALLS, SEE DETAILS SHEET.

8" CMU WALL WITH #5 REINFORCING IN CENTER OF SOLID GROUTED CELLS AS SHOWN, AT 4'-0" O.C. MAX. AND AT ALL CORNERS AND JAMBS.

1 / S3 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

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NEW SMYRNA BEACH AIRPORT
Administration Building

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REVISIONS:

Project No.:	24-212
Date:	NOV 2024
Drawn By:	LMM
Checked By:	DS

FOUNDATION PLAN

S3

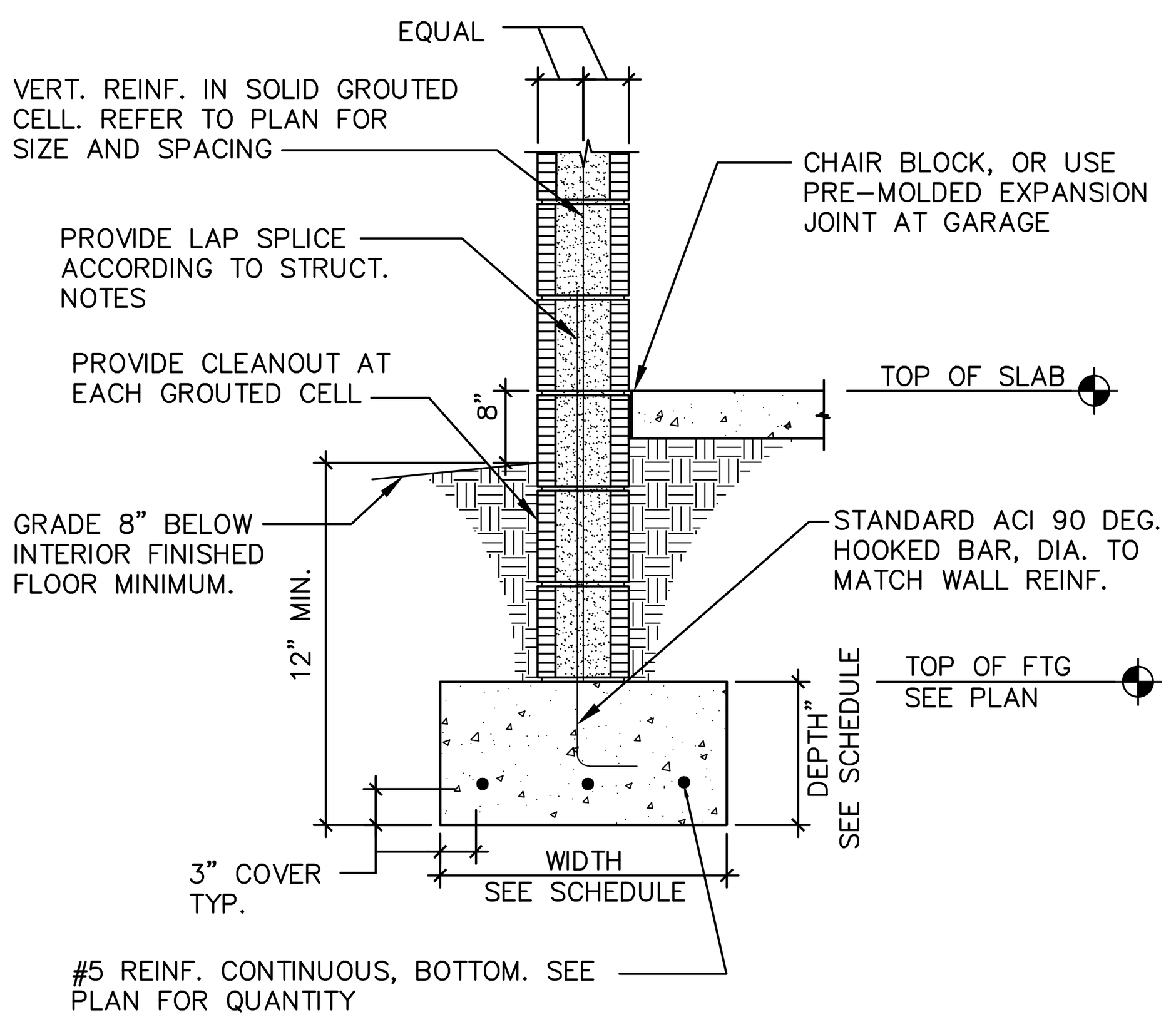
100% Construction Documents

STEM WALL NOTES:
IF A DOWEL IS MISSED, APPLY W/ EPOXY W/ 6" EMBEDMENT. DRILL 3/4" ø HOLES FOR #5 DOWELS

IF STEM WALL EXCEEDS 32", FILL ALL CELLS W/ GROUT AND APPLY 1 #5 VERTICAL @ 48" O.C. (MAX.)

IF STEM WALL EXCEEDS 48", FILL ALL CELLS W/ GROUT AND APPLY 1 #5 VERTICAL @ 24" O.C. (MAX.) AND HOOK VERTICAL REINFORCING 24" INTO SLAB AT CHAIR BLOCK MIN.

IF STEM WALL EXCEEDS 72", CONTACT ENGINEER OF RECORD.



1 / S4 WALL FTG DETAIL
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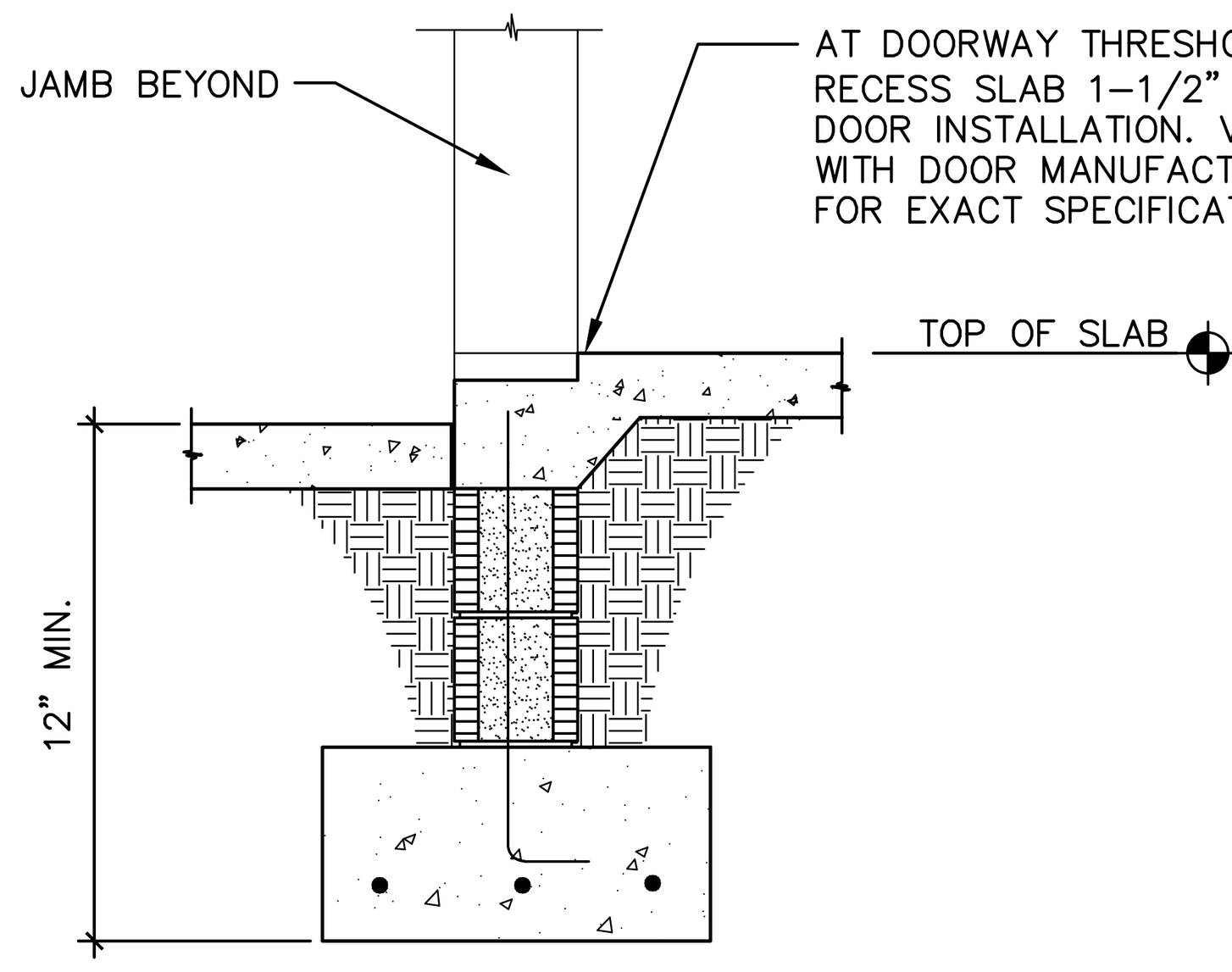
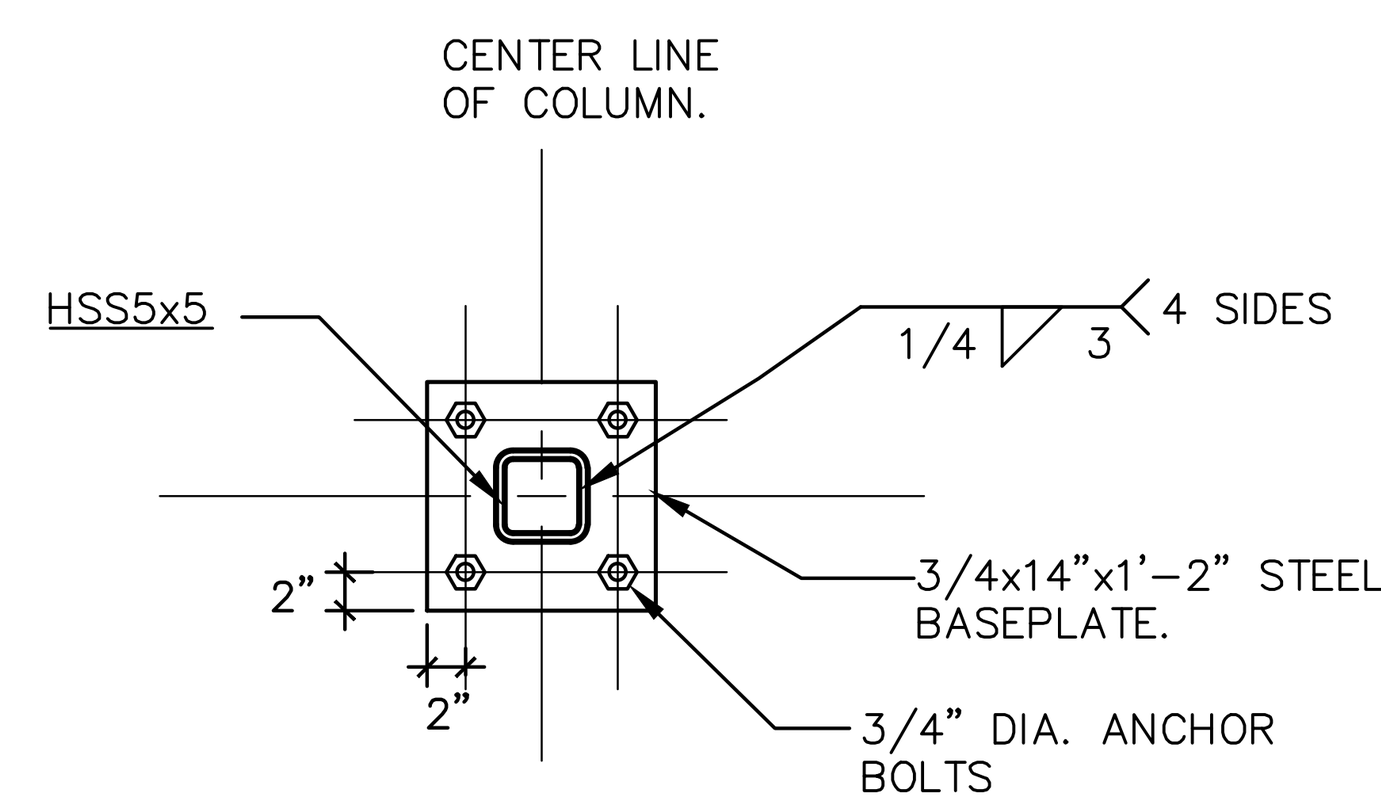
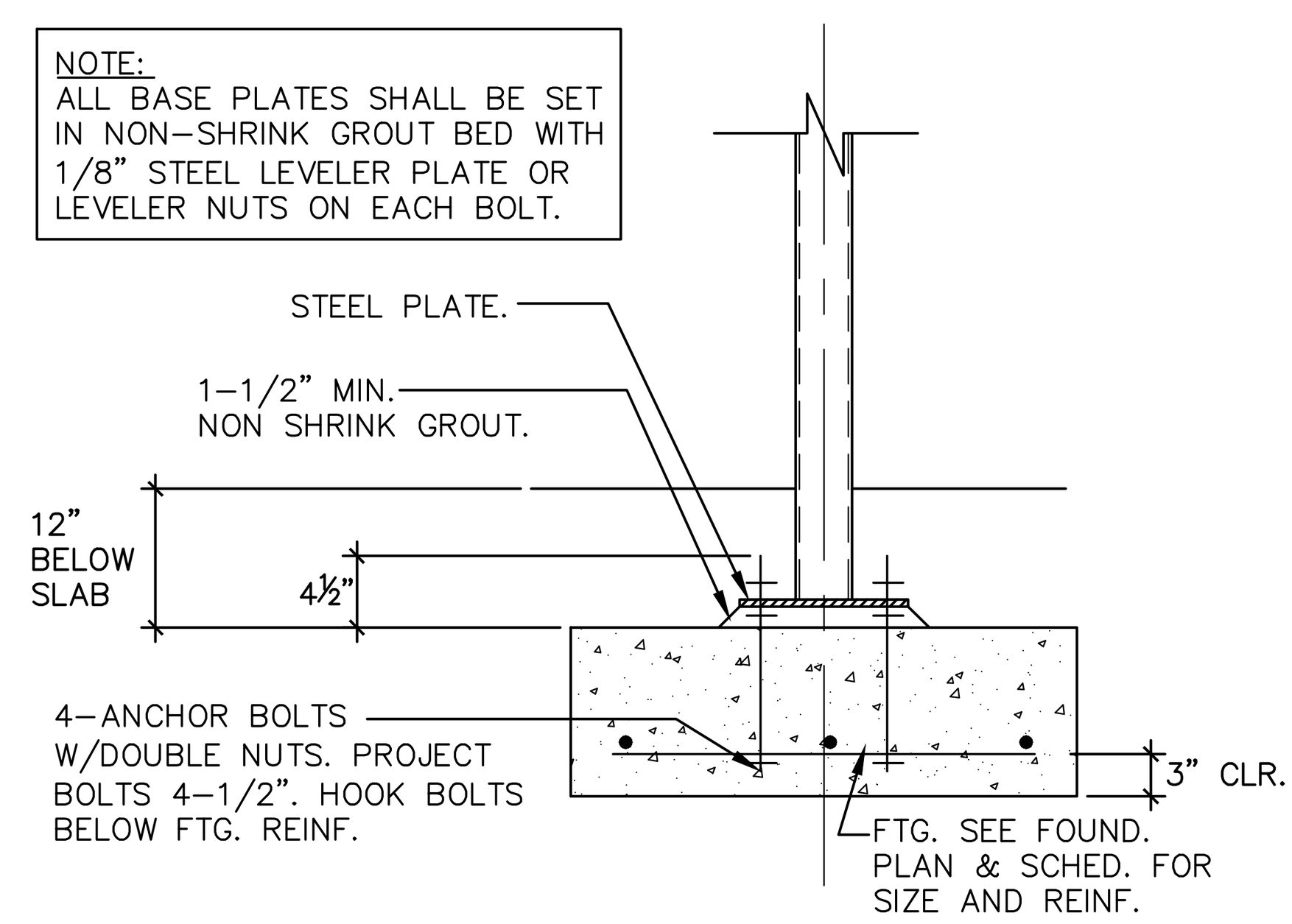
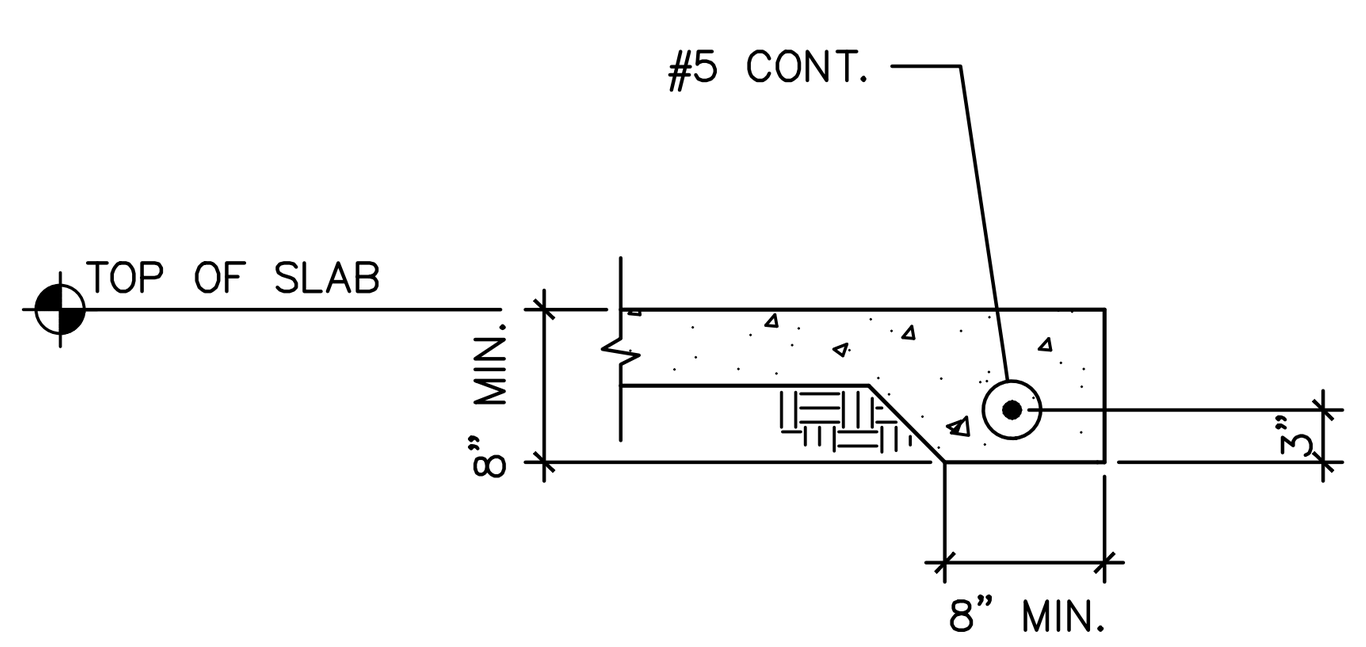


1A / S4 DOOR THRESHOLD
SCALE: NTS



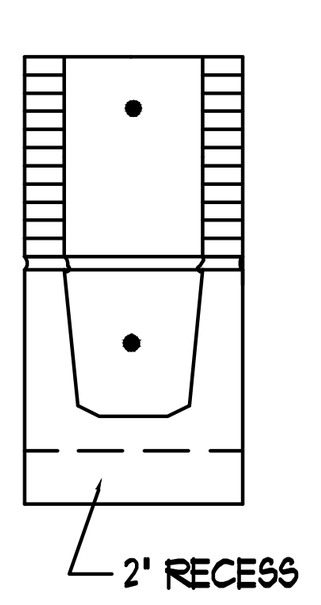
NOTE:
ALL BASE PLATES SHALL BE SET IN NON-SHRINK GROUT BED WITH 1/8" STEEL LEVELER PLATE OR LEVELER NUTS ON EACH BOLT.





2 / S4 SLAB THICKENED EDGE
SCALE: NTS

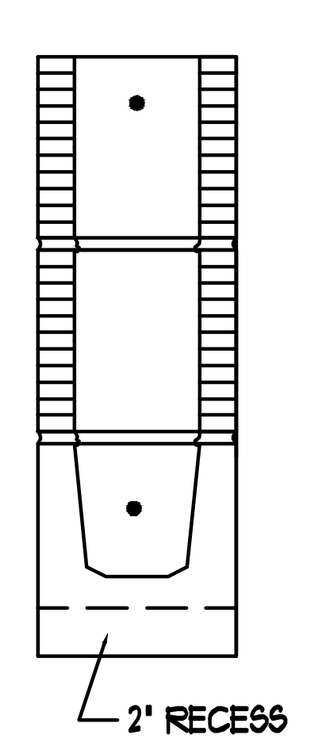
3 / S4 STEEL COLUMN FTG. DETAIL
SCALE: NTS



DETAIL 'DE'

TABLE No. 13
GRAVITY & UPLIFT SAFE LOADS (PLF)
8" x 16" RECESS DOOR HEADER

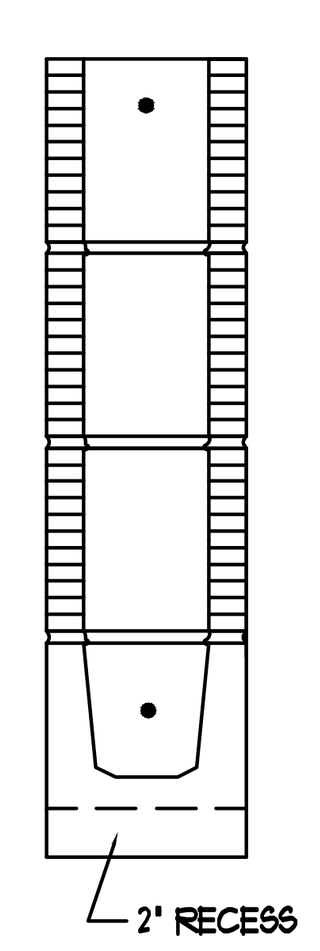
MARK NO.	TOTAL LENGTH	CLEAR SPAN	DOOR SIZE	LINTEL TYPE	GRAVITY SAFE LOAD	SOLID #5(1)(K)(1)L DETAIL DE
D-1	3'-8"	2'-4"	2'-0"	Precast		10000
D-2	4'-0"	2'-8"	2'-4"	Precast		10000
D-3	4'-2"	2'-10"	2'-6"	Precast		9256
D-4	4'-4"	3'-0"	2'-8"	Precast		8053
D-5	4'-8"	3'-4"	3'-0"	Precast		6231
D-6	5'-8"	4'-4"	4'-0"	Precast		3810
D-7	6'-8"	5'-4"	5'-0"	Precast		2738
D-8	7'-8"	6'-4"	6'-0"	Precast		2108
D-9	9'-8"	8'-4"	8'-0"	Precast		1436



DETAIL 'DR'

TABLE No. 15
GRAVITY & UPLIFT SAFE LOADS (PLF)
8" x 24" RECESS DOOR HEADER

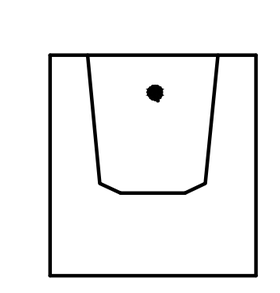
MARK NO.	TOTAL LENGTH	CLEAR SPAN	DOOR SIZE	LINTEL TYPE	GRAVITY SAFE LOAD	SOLID #5(1)(K)(1)L DETAIL DR
D-1	3'-8"	2'-4"	2'-0"	Precast		10000
D-2	4'-0"	2'-8"	2'-4"	Precast		10000
D-3	4'-2"	2'-10"	2'-6"	Precast		10000
D-4	4'-4"	3'-0"	2'-8"	Precast		10000
D-5	4'-8"	3'-4"	3'-0"	Precast		10000
D-6	5'-8"	4'-4"	4'-0"	Precast		10000
D-7	6'-8"	5'-4"	5'-0"	Precast		7053
D-8	7'-8"	6'-4"	6'-0"	Precast		4743
D-9	9'-8"	8'-4"	8'-0"	Precast		2848



DETAIL 'DX'

TABLE No. 17
GRAVITY & UPLIFT SAFE LOADS (PLF)
8" x 32" RECESS DOOR HEADER

MARK NO.	TOTAL LENGTH	CLEAR SPAN	DOOR SIZE	LINTEL TYPE	GRAVITY SAFE LOAD	SOLID #5(1)(K)(1)L DETAIL DX
D-1	3'-8"	2'-4"	2'-0"	Precast		10000
D-2	4'-0"	2'-8"	2'-4"	Precast		10000
D-3	4'-2"	2'-10"	2'-6"	Precast		10000
D-4	4'-4"	3'-0"	2'-8"	Precast		10000
D-5	4'-8"	3'-4"	3'-0"	Precast		10000
D-6	5'-8"	4'-4"	4'-0"	Precast		10000
D-7	6'-8"	5'-4"	5'-0"	Precast		10000
D-8	7'-8"	6'-4"	6'-0"	Precast		10000
D-9	9'-8"	8'-4"	8'-0"	Precast		5214

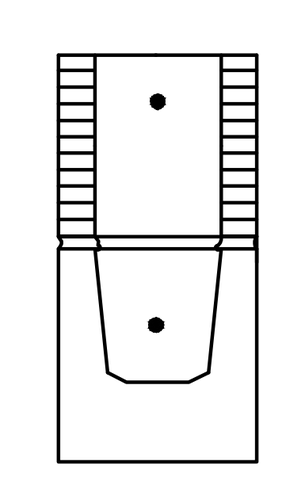


DETAIL 'B'

TABLE No. 2
GRAVITY & UPLIFT
SAFE LOADS (PLF)
8" x 8" LINTELS

MARK NO.	LINTEL LENGTH	CLEAR SPAN	LINTEL TYPE	GRAVITY SAFE LOAD	SOLID #5(1)(K)(0)L DETAIL B
M-1	2'-10"	1'-6"	Precast		7809
M-2	3'-6"	2'-2"	Precast		3837
M-3	4'-0"	2'-8"	Precast		2771
M-4	4'-6"	3'-2"	Precast		2165
M-5	4'-8"	3'-4"	Precast		2017
M-6	5'-4"	4'-0"	Precast		1651
M-7	5'-10"	4'-6"	Precast		1423
M-8	6'-4"	5'-0"	Precast		1283
M-9	6'-6"	5'-2"	Precast		1232
M-10	6'-8"	5'-4"	Precast		1184
M-11	7'-6"	6'-2"	Precast		991
M-12	7'-8"	6'-4"	Precast		959
M-13	8'-0"	6'-8"	Precast		902
M-14	8'-4"	7'-0"	Precast		851
M-15	9'-4"	8'-0"	Precast		726
M-16	10'-6"	9'-2"	Precast		618
M-17	11'-4"	10'-0"	Precast		567
M-18	12'-0"	10'-8"	Precast		525
M-19	12'-6"	11'-2"	Precast		498
M-20	13'-4"	12'-0"	Precast		458
M-21	14'-0"	12'-8"	Precast		430

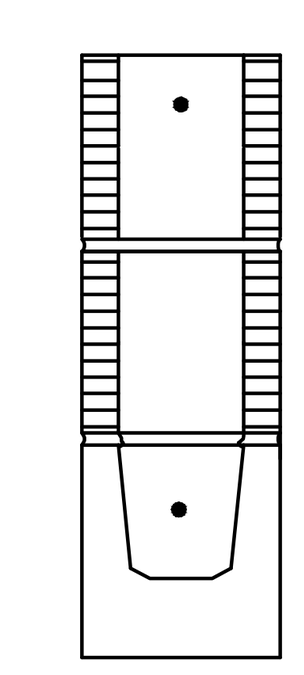
4 / S4 LINTEL DETAILS
SCALE: N.T.S.



DETAIL 'J'

TABLE No. 4
GRAVITY & UPLIFT
SAFE LOADS (PLF)
8" x 16" COMPOSITE LINTELS

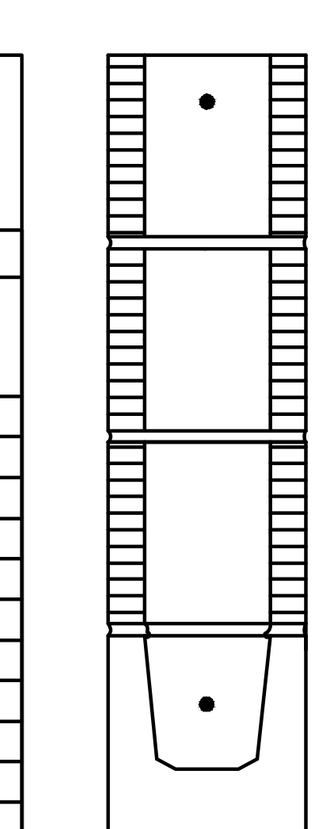
MARK NO.	LINTEL LENGTH	CLEAR SPAN	LINTEL TYPE	GRAVITY SAFE LOAD	SOLID #5(1)(K)(1)L DETAIL J
M-1	2'-10"	1'-6"	Precast		10000
M-2	3'-6"	2'-2"	Precast		10000
M-3	4'-0"	2'-8"	Precast		10000
M-4	4'-6"	3'-2"	Precast		9167
M-5	4'-8"	3'-4"	Precast		8414
M-6	5'-4"	4'-0"	Precast		6437
M-7	5'-10"	4'-6"	Precast		5015
M-8	6'-4"	5'-0"	Precast		4115
M-9	6'-6"	5'-2"	Precast		3934
M-10	6'-8"	5'-4"	Precast		3719
M-11	7'-6"	6'-2"	Precast		2917
M-12	7'-8"	6'-4"	Precast		2796
M-13	8'-0"	6'-8"	Precast		2581
M-14	8'-4"	7'-0"	Precast		2396
M-15	9'-4"	8'-0"	Precast		1969
M-16	10'-6"	9'-2"	Precast		1627
M-17	11'-4"	10'-0"	Precast		1455
M-18	12'-0"	10'-8"	Precast		1335
M-19	12'-6"	11'-2"	Precast		1257
M-20	13'-4"	12'-0"	Precast		1144
M-21	14'-0"	12'-8"	Precast		1066
M-22	14'-8"	13'-4"	Prestressed		1234
M-23	15'-4"	14'-0"	Prestressed		1160
M-24	17'-4"	16'-0"	Prestressed		982
M-25	19'-4"	18'-0"	Prestressed		849
M-26	20'-0"	18'-8"	Prestressed		812
M-27	21'-4"	20'-0"	Prestressed		746
M-28	22'-0"	20'-8"	Prestressed		717
M-29	24'-0"	22'-8"	Prestressed		640



DETAIL 'Q'

TABLE No. 6
GRAVITY & UPLIFT
SAFE LOADS (PLF)
8" x 24" COMPOSITE LINTELS

MARK NO.	LINTEL LENGTH	CLEAR SPAN	LINTEL TYPE	GRAVITY	SOLID #5(1)(K)(1)L DETAIL Q
M-1	2'-10"	1'-6"	Precast		10000
M-2	3'-6"	2'-2"	Precast		10000
M-3	4'-0"	2'-8"	Precast		10000
M-4	4'-6"	3'-2"	Precast		10000
M-5	4'-8"	3'-4"	Precast		10000
M-6	5'-4"	4'-0"	Precast		10000
M-7	5'-10"	4'-6"	Precast		10000
M-8	6'-4"	5'-0"	Precast		10000
M-9	6'-6"	5'-2"	Precast		10000
M-10	6'-8"	5'-4"	Precast		9487
M-11	7'-6"	6'-2"	Precast		6416
M-12	7'-8"	6'-4"	Precast		6024
M-13	8'-0"	6'-8"	Precast		5367
M-14	8'-4"	7'-0"	Precast		4837
M-15	9'-4"	8'-0"	Precast		3726
M-16	10'-6"	9'-2"	Precast		2931
M-17	11'-4"	10'-0"	Precast		2553
M-18	12'-0"	10'-8"	Precast		2305
M-19	12'-6"	11'-2"	Precast		2147
M-20	13'-4"	12'-0"	Precast		1926
M-21	14'-0"	12'-8"	Precast		1718
M-22	14'-8"	13'-4"	Prestressed		1779
M-23	15'-4"	14'-0"	Prestressed		1660
M-24	17'-4"	16'-0"	Prestressed		1379
M-25	19'-4"	18'-0"	Prestressed		1177
M-26	20'-0"	18'-8"	Prestressed		1122
M-27	21'-4"	20'-0"	Prestressed		1024
M-28	22'-0"	20'-8"	Prestressed		981
M-29	24'-0"	22'-8"	Prestressed		870



DETAIL 'W'

TABLE No. 8
GRAVITY & UPLIFT
SAFE LOADS (PLF)
8" x 32" COMPOSITE LINTELS

MARK NO.	LINTEL LENGTH	CLEAR SPAN	LINTEL TYPE	GRAVITY SAFE LOAD	SOLID #5(1)(K)(1)L DETAIL W
M-1	2'-10"	1'-6"	Precast		10000
M-2	3'-6"	2'-2"	Precast		10000
M-3	4'-0"	2'-8"	Precast		10000
M-4	4'-6"	3'-2"	Precast		10000
M-5	4'-8"	3'-4"	Precast		10000
M-6	5'-4"	4'-0"	Precast		10000
M-7	5'-10"	4'-6"	Precast		10000
M-8	6'-4"	5'-0"	Precast		10000
M-9	6'-6"	5'-2"	Precast		10000
M-10	6'-8"	5'-4"	Precast		10000
M-11	7'-6"	6'-2"	Precast		10000
M-12	7'-8"	6'-4"	Precast		9564
M-13	8'-0"	6'-8"	Precast		8106
M-14	8'-4"	7'-0"	Precast		7957
M-15	9'-4"	8'-0"	Precast		6205
M-16	10'-6"	9'-2"	Precast		4798
M-17	11'-4"	10'-0"	Precast		4221
M-18	12'-0"	10'-8"	Precast		3670
M-19	12'-6"	11'-2"	Precast		3369
M-20	13'-4"	12'-0"	Precast		2961
M-21	14'-0"	12'-8"	Precast		2698
M-22	14'-8"	13'-4"	Prestressed		2662
M-23	15'-4"	14'-0"	Prestressed		2459
M-24	17'-4"	16'-0"	Prestressed		1997
M-25	19'-4"	18'-0"	Prestressed		1676
M-26	20'-0"	18'-8"	Prestressed		1590
M-27	21'-4"	20'-0"	Prestressed		1441
M-28	22'-0"	20'-8"	Prestressed		1376
M-29	24'-0"	22'-8"	Prestressed		1210

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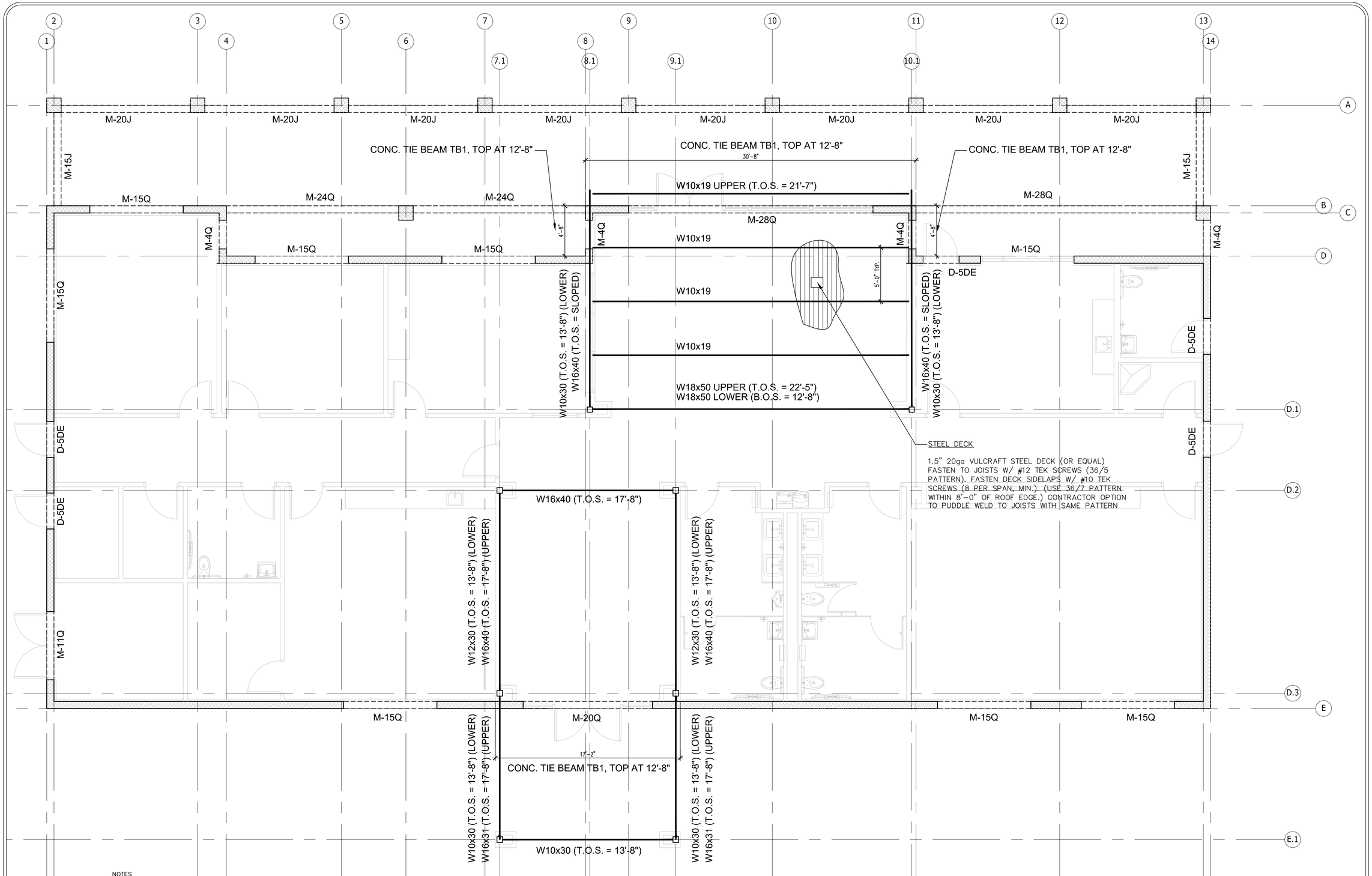
602 Skyline Drive
New Smyrna Beach, FL 32168

REVISIONS:

Project No.: 24-212
Date: NOV 2024
Drawn By: LMM
Checked By: DS

FOUND. & LINTEL DETAILS
S4
100% Construction Documents



NOTES

1. PROVIDE BOND BEAM BB2 AT TOP OF ALL WALLS WITH (1)#5, U.N.O., SEE TYPICAL CMU WALL DETAILS
2. SEE LINTEL TABLES SHEET S4
3. TABLES SHOWN ARE "QUALITY PRECAST", LOTT'S PRECAST AND CAST-CRETE LINTELS ARE ALSO ACCEPTABLE. ADDITIONAL ALTERNATIVE LINTEL MANUFACTURERS MAY ALSO BE USED PROVIDED LOAD TABLES MEET OR EXCEED VALUES PROVIDED ON THESE PLANS.
4. SPECIFIED LINTEL DEPTH IS THE MINIMUM ACCEPTABLE. ANY EXTRA COURSES OF BLOCK ABOVE LINTEL ARE ACCEPTABLE AS LONG AS ALL COURSES ABOVE PRECAST LINTEL ARE FILLED WITH GROUT.
5. ALL DOORWAY LINTELS ARE CALLED OUT ON LINTEL PLAN WITH 2" RECESSED LINTELS (DE, DR AND DX). CONTRACTOR RESPONSIBILITY TO VERIFY WITH DOOR MANUFACTURER FOR ACTUAL DOORWAY HEAD HEIGHT REQUIREMENTS PRIOR TO BEGINNING WORK.
6. CONTRACTOR TO VERIFY ALL ROUGH OPENING DIMENSION REQUIREMENTS WITH DOOR/WINDOW MANUFACTURER PRIOR TO BEGINNING WORK.

SEE SHEET S2 FOR STEEL CONNECTION DETAILS

1 / S5 LINTEL PLAN
SCALE: 1/4" = 1'-0"

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LINTEL PLAN

S5

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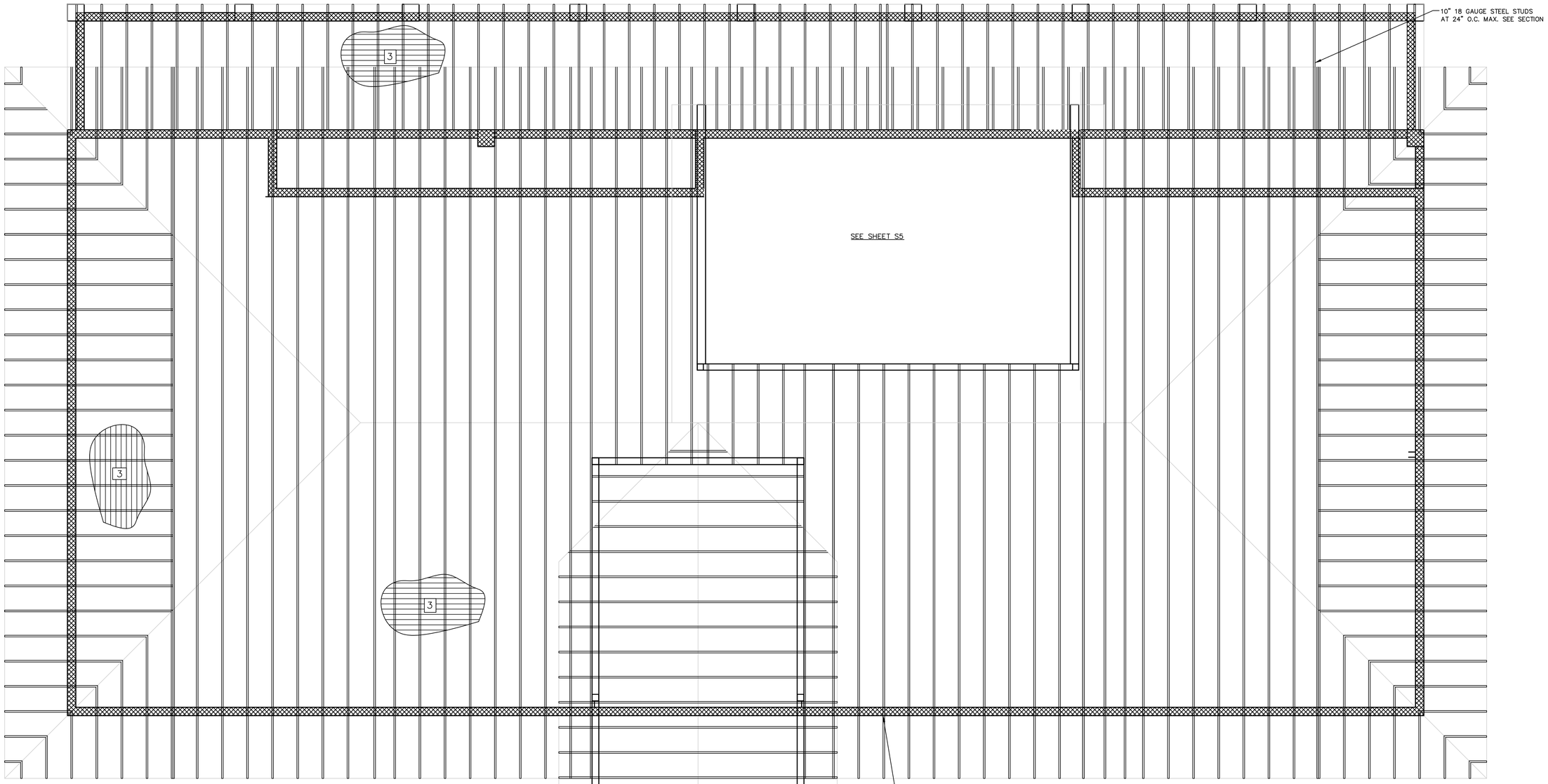

WALL BEARING HEIGHTS:
8'-8"
12'-8"
VARIES

NOTES

1. T.O. CMU WALLS/TRUSS BEARING = SEE ELEVATIONS
2. ALL TRUSS TO CMU CONNECTIONS PER TRUSS MANUFACTURER
3. 1.5" 20ga VULCRAFT STEEL DECK (OR EQUAL) OVER TRUSSES FASTEN TO TRUSSES W/ #12 TEK SCREWS (36/4 PATTERN). FASTEN DECK SIDELAPS W/ #10 TEK SCREWS (3 PER SPAN, MIN.).

PRE-ENGINEERED LIGHT GAUGE TRUSSES (DEFERRED TRUSS SUBMITTAL)

A. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND DESIGN CALCULATIONS FOR ALL TRUSSES INCLUDING TRUSS LAYOUT, MEMBER SIZES, GAUGE, TRUSS BEARING, AND CONNECTION DESIGN CONNECTION DETAILS WITH CLEARLY INDICATED REACTIONS, AND THE DESIGN AND LOCATION OF ALL REQUIRED BRACING AND BRIDGING. THE TRUSSES SHALL BE DESIGNED IN A MANNER THAT AVOIDS ADDITIONAL MEMBER BRACING. THE CALCULATIONS AND SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA. CONTRACTOR TO VERIFY THAT TRUSS DESIGN MATCHES ROOF PLAN PRIOR TO FABRICATION/SUBMITTAL.

B. "TRUSS" DESIGN INCLUDES INTERIOR AND EXTERIOR LIGHT GAUGE STUD WALLS, POSTS, BEAMS AND HEADERS.

C. THE TRUSS PACKAGE MUST BE REVIEWED AND APPROVED BY THE ENGINEER OF RECORD PRIOR TO SUBMITTAL BY THE BUILDING DEPARTMENT.

D. SUBSEQUENT TO ENGINEER OF RECORD REVIEW, A REVISION TO THE PLANS WILL BE ISSUED THAT MAY INCLUDE CHANGES TO THE FOUNDATIONS, LINTELS, FILLED CELL LOCATIONS, STEEL COLUMN AND BEAM SIZES AND LOCATIONS.

1/S5 LINTEL PLAN
SCALE: 1/4" = 1'-0"

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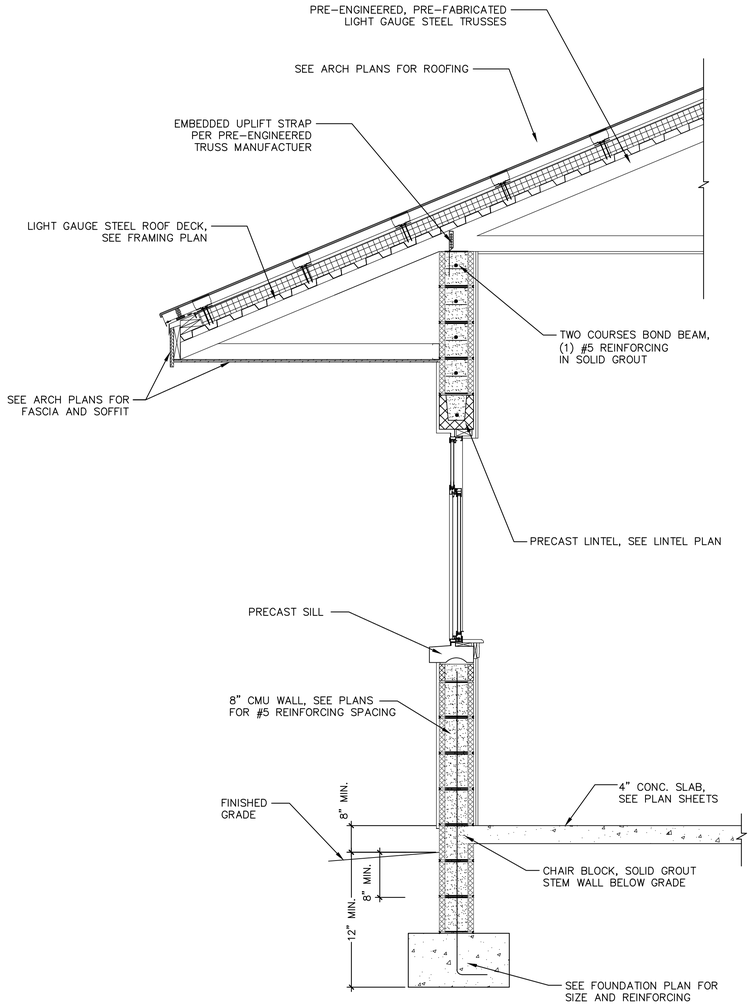
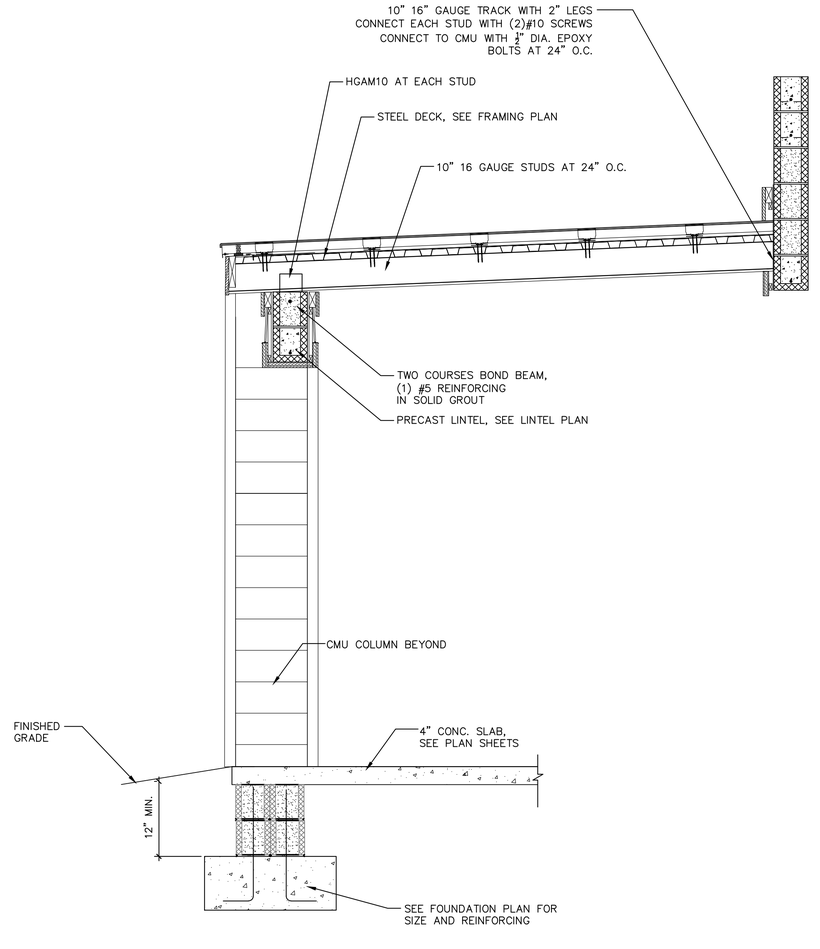
TRUSS FRAMING PLAN

S6

100% Construction Documents



1 S7 WALL SECTION
SCALE: N.T.S.



2 S7 PORCH SECTION
SCALE: N.T.S.

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REVISIONS:	

Project No.: 24-212
Date: NOV 2024
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Checked By: DS

STRUCTURAL SECTIONS

S7

100% Construction Documents

ARCHITECTURAL GENERAL NOTES

1. CONTRACTOR SHALL VISIT AND INSPECT THE PREMISES, PRIOR TO SUBMITTING THEIR PROPOSAL, TO FAMILIARIZE THEMSELVES WITH THE CONDITIONS UNDER WHICH WORK WILL BE PERFORMED. NO SUBSEQUENT EXTRAS OR ADDITIONS WILL BE ALLOWED ON ANY CLAIM DUE TO LACK OF KNOWLEDGE OF CONDITIONS OR CIRCUMSTANCES ABOUT WHICH THE CONTRACTOR COULD HAVE INFORMED THEMSELVES.

2. CONTRACTOR SHALL, BEFORE COMMENCING WORK, REVIEW ALL PLANS, NOTES, GENERAL CONDITIONS, AND SPECIFICATIONS AND VERIFY ALL GOVERNING DIMENSIONS ON THE JOB SITE. THE CONTRACTOR SHALL EXAMINE ALL ADJOINING AREAS OR AREA UPON WHICH THE PERFORMANCE OF HIS WORK IS IN ANY WAY DEPENDENT. ALL VARIANCES OR DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO FABRICATION OR ERECTION OF WORK IN QUESTION. ANY VARIANCES OR DISCREPANCIES IN THE DOCUMENTS NOT REPORTED IMMEDIATELY TO THE ARCHITECT SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR.

3. CONTRACTOR SHALL MAKE KNOWN TO THE ARCHITECT ANY LIMITATIONS, EXCLUSIONS, OR MODIFICATIONS TO THE DOCUMENTS DURING THE PRICING PHASES OF THE PROJECT. UNLESS ADVISED OTHERWISE IN WRITING, THESE ITEMS SHALL BE PRESUMED INCLUDED IN THE CONTRACTOR'S PRICE.

4. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY OF HIS MEASUREMENTS AND TOTAL FINISH REQUIREMENTS TO BE FURNISHED. NO REQUESTS FOR MATERIALS OR INSTALLATION EXTRAS WILL BE CONSIDERED DUE TO MEASUREMENT OR TAKEOFF ERRORS BY CONTRACTOR.

5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTION OF 100% CONSTRUCTION DOCUMENTS TO ALL TRADES AND NOT THE RESPONSIBILITY OF THE ARCHITECT.

6. THE CONTRACTOR IS TO PROVIDE ALL LABOR AND MATERIALS TO EXECUTE ALL WORK AS SHOWN ON THESE DRAWINGS WITH THE EXCEPTION OF ITEMS OR AREAS MARKED "NOT IN CONTRACT", "N.I.C.", OR "BY OTHERS".

7. THE CONTRACTOR SHALL KEEP SUFFICIENT WORKERS ON THE JOB SITE AT ALL TIMES TO PERFORM THE WORK IN THE MOST EXPEDITIOUS MANNER CONSISTENT WITH GOOD WORKMANSHIP, SOUND BUSINESS PRACTICE AND THE BEST INTEREST OF THE END USER.

8. ALL FEES, TAXES, PERMITS, APPLICATIONS, CERTIFICATES OF INSPECTION AND THE FILING OF ALL WORK WITH GOVERNMENTAL AGENCIES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

9. CONTRACTOR SHALL NOT PROCEED WITH ANY ADDITIONAL WORK OR CHANGES FOR WHICH THEY EXPECT ADDITIONAL COMPENSATION WITHOUT WRITTEN AUTHORIZATION TO PERFORM SUCH WORK.

10. CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE OF ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY HIS OPERATIONS OF THE OPERATIONS OF ANY OTHER CONTRACTORS WITHIN THE AREA OF WORK. METHODS FOR SUCH REMOVAL MUST BE AGREEABLE TO THE OWNER.

11. PREMISES SHALL BE SWEPT CLEAN DAILY OF CONSTRUCTION DEBRIS.

12. FINAL CLEANING PRIOR TO END USER OCCUPANCY SHALL INCLUDE (BUT NOT BE LIMITED TO): CLEANING OF ALL WOOD AND GLASS SURFACES, DUSTING OF ALL HORIZONTAL SURFACES, VACUUMING OF ALL CARPETED AREAS, REMOVAL OF ALL STAINS, SPOTS, SPILLS, ETC. ON ANY SURFACE, MOP CLEANING AND WAXING OF ALL RESILIENT FLOORS, AND CLEANING ALL VINYL WALL COVERINGS FREE FROM DIRT ADHESIVE OR OTHER FOREIGN MATERIALS.

13. GENERAL CONTRACTOR AND HIS VENDORS SHALL DETERMINE AVAILABILITY OF ALL FINISH MATERIALS, TRADES AND ITEMS SHOWN IN THESE DOCUMENTS. ANY DELIVERY THAT MAY CAUSE POTENTIAL PROBLEMS IN MEETING AGREED UPON CONSTRUCTION SCHEDULE SHALL BE BROUGHT TO THE ARCHITECT ATTENTION FOR POSSIBLE REEVALUATION OF MATERIAL DESIGNATION.

14. THE CONTRACTOR SHALL BE ANSWERABLE FOR THEIR WORK AND SHALL NOT ACCEPT INSTRUCTION FROM LOCAL PERSONNEL WITHOUT VERIFICATION FROM THE TENANT'S AGREED UPON REPRESENTATIVE. THE CONTRACTOR WILL BE LIABLE FOR ANY EXPENSE CAUSED BY THE EXECUTION AND REMOVAL OF SUCH WORK WITHOUT WRITTEN AUTHORIZATION FROM THE TENANT'S REPRESENTATIVE.

15. PROVIDE ALL WOOD BLOCKING NECESSARY FOR THE ATTACHMENT OF MISCELLANEOUS EQUIPMENT INCLUDING BUT NOT LIMITED TO TOILET ACCESSORIES, TV BRACKETS, DOOR HARDWARE, ELECTRICAL DEVICES, EQUIPMENT, GRAB BARS, HANDRAILS, CASEWORK AND MILLWORK, AS APPLICABLE.

16. CONTRACTOR SHALL COMPLY WITH ALL THE RULES AND REGULATIONS OF THE BUILDING AS TO HOURS OF AVAILABILITY OF ELEVATORS, LOADING DOCKS, ETC. FOR THE PURPOSE OF DELIVERY AND THE MANNER OF HANDLING MATERIALS, EQUIPMENT AND DEBRIS, TO AVOID CONFLICT OR INTERFERENCE WITH NORMAL BUILDING OPERATIONS.

17. EACH CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE DRAWINGS PRIOR TO PROCEEDING WITH CONSTRUCTION AND OBTAIN ALL MEASUREMENTS REQUIRED FOR PROPER EXECUTION OF WORK. ALL DISCREPANCIES AND OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT. WHEN VERIFICATION OF EXISTING DIMENSIONS IS REQUIRED, THE CONTRACTOR REQUIRING SAID VERIFICATION FOR THE CONSTRUCTION OR FABRICATION OF HIS MATERIAL SHALL BE THE CONTRACTOR RESPONSIBLE FOR THE PROCUREMENT OF THE FIELD INFORMATION.

18. THE TRANSITION OF DIFFERENT FLOORING MATERIALS AT A DOORWAY SHALL OCCUR AT THE CENTERLINE OF DOOR UNLESS INDICATED OTHERWISE.

19. ALL WALL SURFACES, DOOR FRAMES, BULKHEADS AND CEILINGS SHALL RECEIVE PAINT WHEN PAINT IS INDICATED ON THE FINISH SCHEDULE OR FINISH PLANS. PAINT SURFACES BEHIND MOVABLE EQUIPMENT AND FURNITURE SAME AS SIMILAR EXPOSED SURFACES. PAINT SURFACES BEHIND PERMANENTLY FIXED EQUIPMENT OR FURNITURE WITH PRIME COAT ONLY BEFORE FINAL INSTALLATION OF EQUIPMENT. PAINT ALL MECHANICAL AND ELECTRICAL EQUIPMENT EXPOSED IN FINISHED SPACES UNLESS INDICATED OTHERWISE.

20. REPAIR ALL SURFACES DAMAGED BY NEW CONSTRUCTION TO MATCH EXISTING ADJACENT OR CONTIGUOUS FINISH.

21. ALL CUTTING AND PATCHING AS A RESULT OF NEW CONSTRUCTION SHALL BE PERFORMED IN A WORKMANLIKE MANNER, AND SHALL MATCH IN COLOR, SHAPE, SIZE AND TEXTURE ADJACENT AND/OR CONTIGUOUS FINISHED SURFACES.

22. FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS. DO NOT SCALE DRAWINGS.

23. DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.

24. UNLESS OTHERWISE NOTED, PLAN DIMENSIONS ARE TAKEN FROM FACE OF STUDS TO FACE OF STUDS, OR FACE OF FINISH GYP. BD. (CORRIDORS), TO FACE OF FINISH.

25. DOORS NOT OTHERWISE DIMENSIONED SHALL BE 8" FROM FACE OF ADJACENT CMU OR CONCRETE WALL TO ROUGH DOOR OPENING, AND 4" FROM FACE OF ADJACENT STUD WALL TO ROUGH DOOR OPENING.

26. FOR CONSTRUCTION DETAILS NOT SHOWN, USE THE PRODUCT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND STANDARD DETAILS, IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATION REQUIREMENTS AND DESIGN INTENT.

27. PLAN NORTH DIFFERS FROM ACTUAL NORTH. ACTUAL NORTH IS INDICATED ON PLAN SHEETS FOR REMAINDER OF DISCIPLINES UNO. ORDINAL DIRECTIONS ON NON-CIVIL PLAN DRAWINGS ARE IN REFERENCE TO PLAN NORTH UNO.

28. IF THE CONTRACTOR ENCOUNTERS ANY UNFORESEEN CONDITION, THE ARCHITECT MUST BE MADE AWARE FOR A POSSIBLE CHANGE IN DESIGN.

29. THE CONTRACTOR SHALL REVIEW THE ARCHITECTURAL, STRUCTURE, CIVIL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR LOCATION AND DIMENSIONS OF CHASE, INSERTS, OPENINGS, SLEEVES, DEPRESSIONS AND OTHER PROJECT REQUIREMENTS. ALL DISCREPANCIES AND OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO PROCEEDING WITH CONSTRUCTION.

30. THESE DRAWINGS WERE DESIGNED FOR THE USE BY AN EXPERIENCED AND QUALIFIED GENERAL CONTRACTOR AND INTERPRETATION OF THE PLANS BY A LAY PERSON IS NOT RECOMMENDED OR AUTHORIZED BY THE ARCHITECT.

31. CONTRACTOR SHALL SUBMIT SAMPLES TO THE ARCHITECT AND TENANT FOR REVIEW OF ALL MATERIALS TOGETHER WITH FINISHES AND INTENDED USE IN THE WORK PRIOR TO COMMENCEMENT OF WORK.

32. WHEN THE JOB IS SUBSTANTIALLY COMPLETE, THE GENERAL CONTRACTOR SHALL PREPARE A PUNCH LIST OF ITEMS TO BE COMPLETED OR CORRECTED AND SUBMIT THIS LIST TO THE ARCHITECT AND TO THE END USER. FAILURE TO INCLUDE ANY ITEMS ON THIS LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE WORK IN ACCORDANCE WITH THESE DOCUMENTS.

33. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE END USER (IN WRITING) ALL MANUFACTURER'S MANUALS, WARRANTIES, AND RECOMMENDED MAINTENANCE PROCEDURES/SCHEDULES FOR ALL EQUIPMENT AND FINISHES INSTALLED.

34. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE GOVERNMENTAL AGENCY HAVING JURISDICTION AND SHALL CONFORM TO ALL LIFE SAFETY AND SANITARY LAWS, CITY, COUNTY, STATE, AND/OR FEDERAL ORDINANCES WHICH APPLY.

35. THE MANUFACTURER'S STANDARD DETAILS OR APPROVED SHOP DRAWINGS / DATA SHEETS, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, SHALL APPLY UNLESS OTHERWISE DETAILED IN CONSTRUCTION DOCUMENTS.

CODES AND STANDARDS

JURISDICTION/ BUILDING AUTHORITY: NEW SMYRNA BEACH BUILDING DEPARTMENT
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168
(386) 410-2860

ACCEPTED CODES:

BUILDING:	2023 FBC, 8th Edition
ACCESSIBILITY:	2023 FBC, 8th Edition
MECHANICAL:	2023 FBC, 8th Edition – MECHANICAL
PLUMBING:	2023 FBC, 8th Edition – PLUMBING
ELECTRICAL:	NATIONAL ELECTRICAL CODE (NEC) 2020
LIFE SAFETY:	NFPA 101 (LIFE SAFETY CODE 2021) W/ FLORIDA AMENDMENTS
FIRE:	FLORIDA FIRE PREVENTION CODE 2023

OCCUPANCY CLASS.: FBC 304.1 GROUP B (PROFESSIONAL SERVICES)

CONSTRUCTION TYPE: TYPE II-B, UN-PROTECTED, NON-SPRINKLED, NON-COMBUSTIBLE CONST.

BUILDING AREA: TOTAL FLOOR AREA (UNDER A/C): 4,757 GSF
UNDERCOVER PORCH (NON UNDER A/C): 1,364 GSF

OCCUPANT LOAD: PROPOSED SPACES:

RM. 101	LOBBY	270 SF/50	=	6 OCCUPANTS
RM. 102	WAITING	200 SF/15	=	14 OCCUPANTS
RM. 105	TRAINING RM.	505 SF/15	=	33 OCCUPANTS
RM. 109	BREAK RM.	251 SF/15	=	17 OCCUPANTS
RM. 111	ADMIN. OFFICE	255 SF/150	=	2 OCCUPANTS
RM. 112	OFFICE #02	205 SF/150	=	2 OCCUPANTS
RM. 113	OFFICE #01	275 SF/150	=	2 OCCUPANTS
RM. 120	CONFERENCE RM.	385 SF/15	=	24 OCCUPANTS
PROPOSED TOTAL OCCUPANT LOAD:			=	100 OCCUPANTS

EGRESS CALCS: EGRESS WIDTH: 100 OCCUPANTS x 0.20" = 20" REQUIRED
(PROVIDED = 128" OF EXIT WIDTH)

GROUP B

FBC TABLE 1006.2.1. MAX. COMMON PATH OF TRAVEL (CPT) = 75'-0"
(PROVIDED = 32'-10")

FBC TABLE 1017.2 MAX. TRAVEL DISTANCE (TTD) = 200'
(PROVIDED = 91'-0")

MINIMUM WIDTH OF CORRIDOR = 36" (PROVIDED = 72")

DEAD END CORRIDOR = 20'-0" (NOT APPLICABLE)

MINIMUM NUMBER OF EXITS: 2 (PROVIDED: 3 PROVIDED)

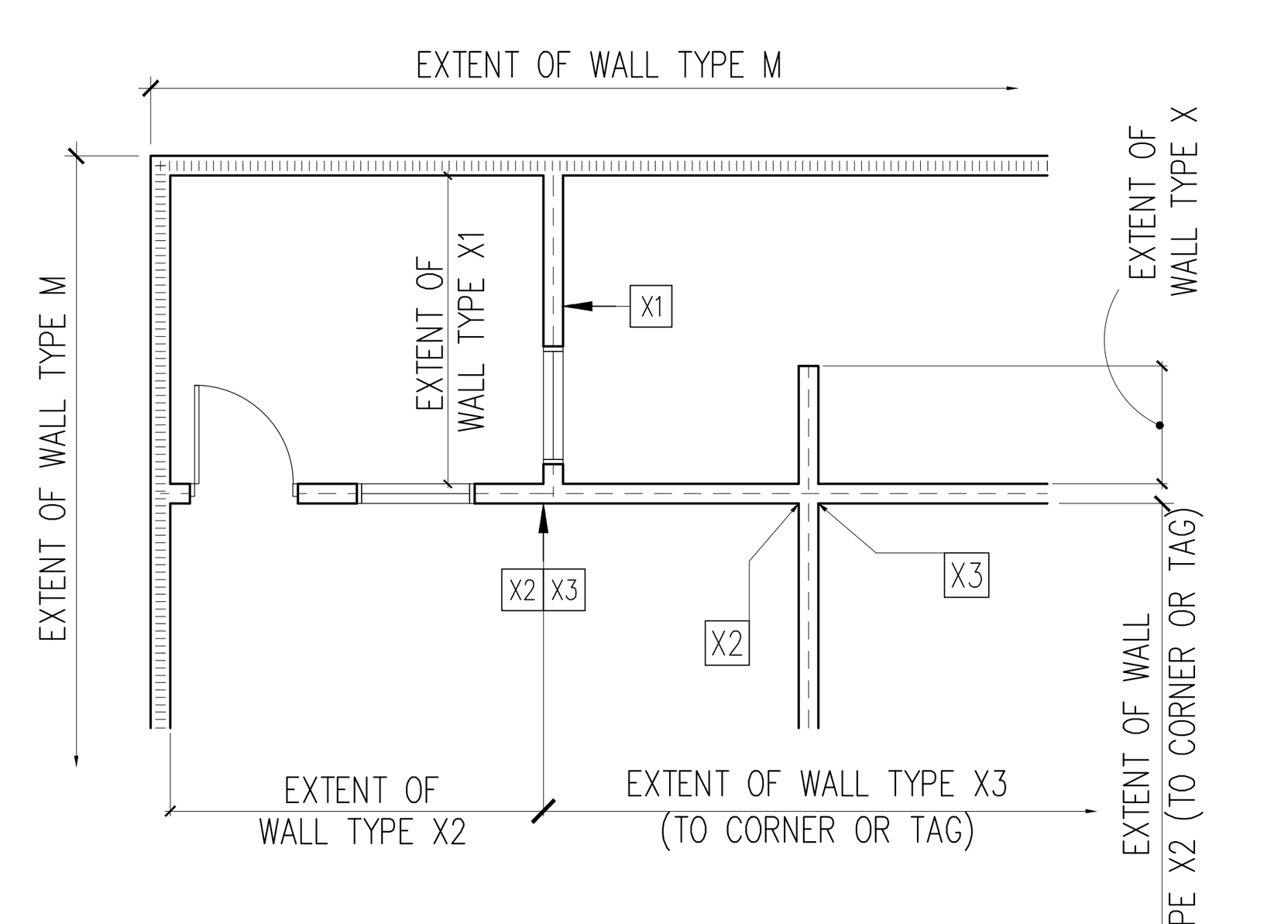
PLUMBING CALCS: GROUP B (PROFESSIONAL SERVICES)
100 OCCUPANTS / 2 = 50 OCCUPANTS PER SEX

MALE WATER CLOSETS (1 PER 25/50):	2 REQ.	2 PROVIDED
MALE LAVATORIES (1 PER 40/80):	2 REQ.	2 PROVIDED
FEMALE WATER CLOSETS (1 PER 25/50):	2 REQ.	2 PROVIDED
FEMALE LAVATORIES (1 PER 40/80):	2 REQ.	2 PROVIDED
SERVICE SINKS:	1 REQ.	1 PROVIDED
WATER FOUNTAINS (1 PER 100):	1 REQ.	1 PROVIDED (HI-LO)

TWO (2) ADDITIONAL ADA WATER CLOSETS AND LAVATORIES HAVE ALSO BEEN PROVIDED WITHIN THE DESIGN AS A SURPLUS TO WHAT IS CODE MINIMUM REQUIRED.

FLAME SPREAD: THE INTERIOR FINISHES SHALL BE REQUIRED TO MEET A "CLASS C" FLAME SPREAD INDEX OF 76-200: SMOKE-DEVELOPED INDEX OF 0-450. REFERENCE FBC 2023, PARAGRAPH 803.1, TABLE 803.5

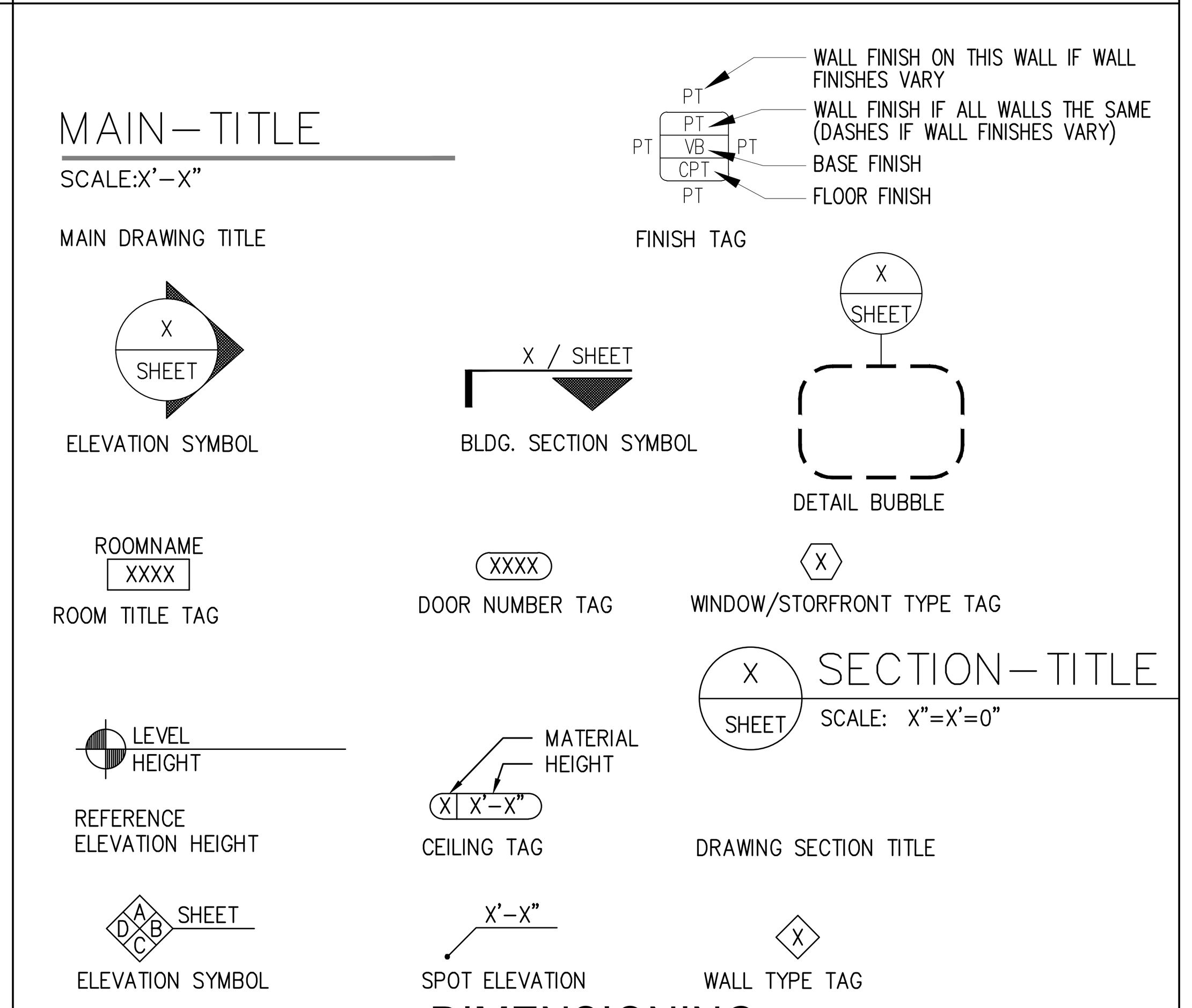
WALL TYPE IDENTIFICATION SYSTEM



ABBREVIATIONS

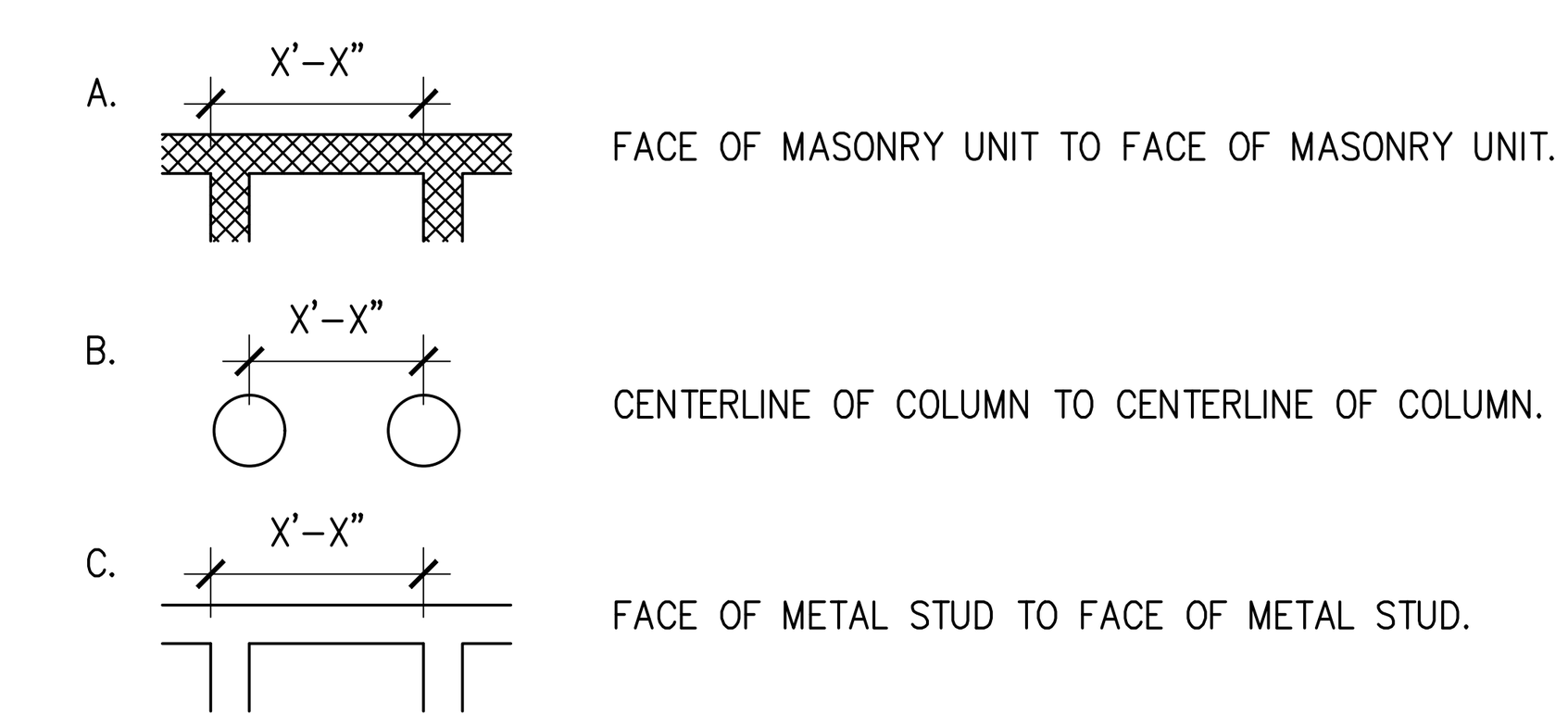
AB	ANCHOR BOLTS
AC or A/C	AIR CONDITIONING
ACOUS	ACOUSTICAL
AD	ACCESS DOOR
AFF	ABOVE FINISHED FLOOR
ALUM	ALUMINUM
APPR	APPROVED
BD or BRD	BOARD
BLDG	BUILDING
BLK	BLOCK
BM	BEAM
BOB	BOTTOM OF BEAM
BOT	BOTTOM
C/C	CENTER TO CENTER
CEM	CEMENT
CER	CERAMIC
CH	CEILING HEIGHT
CJ	CONTROL JOINT
CLG or CEIL	CEILING
CLO	CLOSET
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
COMP	COMPOSITION
CONC	CONCRETE
CONN	CONNECTION
CONT	CONTINUOUS
CORR	CORRIDOR
CSK	COUNTERSINK
DBL	DOUBLE
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DN	DOWN
DO	DOOR OPENING
DR	DOOR
DS	DOWNSPOUT
DTL	DETAIL
DWG	DRAWINGS
EA	EACH
EJ	EXPANSION JOINT
ELEC	ELECTRICAL
ELEV or EL	ELEVATION
EQ	EQUAL
EQUIP	EQUIPMENT
EXIST	EXISTING
EXT	EXTERIOR
EWC	ELEC. WATER COOLER
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FH	FULL HEIGHT
FHC	FIRE HOSE CABINET
FIN	FINISH
FLR	FLOOR
FO	FINISHED OPENING
FOC	FACE OF CONCRETE
FOS	FACE OF STUD
FOUND	FOUNDATION
FOW	FACE OF WALL
FS	FLOOR SINK
FT	FEET
GA	GAUGE
GALV	GALVANIZE
GL	GLASS
GR	GRADE
GYP BD	GYPSUM BOARD
GWB	
HDWD	HARDWOOD
HM	HOLLOW METAL
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
INSUL	INSULATION
INT	INTERIOR
JAN	JANITOR
LAV	LAVATORY
LEV	LEVEL
LTG	LIGHTING
LT WT	LIGHT WEIGHT
MAINT	MAINTENANCE
MATL	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MTL	METAL
MEZZ	MEZZANINE
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MT	METAL THRESHOLD
MULL	MULLION
N	NEW
NO	NUMBER
NR	NON-RATED
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OPPOSITE HAND
OPNG	OPENING
OPP	OPPOSITE
PC	PORTLAND CEMENT
PL	PLATE
PLYWD	PLYWOOD
PR	PAIR
PREP	PREPARATION
PROJ	PROJECTION
QT	QUARRY TILE
R	RISER
RAD	RADIUS
RD	ROOF DRAIN
REF	REFERENCE
REFL	REFLECTED
REINF	REINFORCE
REQ'D	REQUIRED
REV	REVERSE
RM	ROOM
RO	ROUGH OPENING
SCWD	SOLID CORE WOOD DOOR
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SIMUL	SIMULATED
SPECS	SPECIFICATIONS
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SYM	SYMMETRICAL
T	TREAD
TB	TACKBOARD
T&G	TONGUE AND GROOVE
TEMP	TEMPERED
TEL	TELEPHONE
THK	THICK
TOC	TOP OF CONCRETE / CURB
TOP	TOP OF PARAPET
TOS	TOP OF STEEL
TOW	TOP OF WALL
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
WC	WATER CLOSET
WD	WOOD
WI	WROUGHT IRON
WL	WATER LEVEL
WP	WATERPROOFING
WP ⌖	WORKING POINT

SYMBOLS

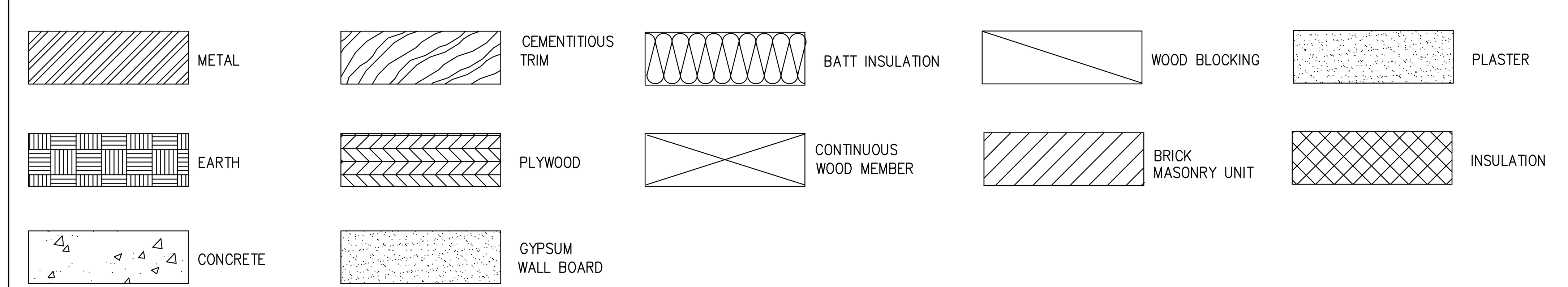


DIMENSIONING

UNLESS OTHERWISE NOTED, PLAN DIMENSIONS ARE TAKEN FROM:



MATERIALS LEGEND



WALL TYPE SCHEDULE

WALL TYPE CATEGORY	WALL TYPE	INDICATION 3/16" FLOOR PLANS	DETAIL N.T.S.	DESCRIPTION	REMARKS
STUD "S"	S	S		ONE LAYER OF 5/8" TYPE "X" GYPSUM BOARD ON EA. SIDE OF 3 5/8" METAL STUDS. STUDS AND GYPSUM BOARD TO EXTEND TO UNDERSIDE OF LIGHT GAUGE METAL TRUSSES. PROVIDE 3" SOUND ATTENUATION BATTS FOR FULL HEIGHT OF WALL.	METAL STUDS SHALL BE 20 GA. @ 16" O.C.
	S1	S1		PORCELAIN WALL TILE ON 5/8" GLAS MAT MOISTURE AND MOLD RESISTANT GYPSUM BOARD ON ONE SIDE OF 3 5/8" METAL STUDS AND 5/8" TYPE "X" GYPSUM BOARD ON THE OTHER SIDE. STUDS AND GYPSUM BOARD TO EXTEND TO UNDERSIDE OF LIGHT GAUGE METAL TRUSSES. PROVIDE 3" SOUND ATTENUATION BATTS FOR FULL HEIGHT OF WALL.	PORCELAIN WALL TILE SHALL BE INSTALLED TO 5'-0" A.F.F. METAL STUDS SHALL BE 20 GA. @ 16" O.C.
	S2	S2		PORCELAIN WALL TILE ON 5/8" GLAS MAT MOISTURE AND MOLD RESISTANT GYPSUM BOARD ON EA. SIDE OF 6" METAL STUDS. STUDS AND GYPSUM BOARD TO EXTEND TO UNDERSIDE OF LIGHT GAUGE METAL TRUSSES. PROVIDE SOUND ATTENUATION BATTS FOR FULL HEIGHT OF WALL.	PORCELAIN WALL TILE SHALL BE INSTALLED TO 5'-0" A.F.F. METAL STUDS SHALL BE 20 GA. @ 16" O.C.
	S3	S3		PORCELAIN WALL TILE ON 5/8" GLAS MAT MOISTURE AND MOLD RESISTANT GYPSUM BOARD ON ONE SIDE OF 3 5/8" METAL STUDS. STUDS AND GYPSUM BOARD TO EXTEND TO UNDERSIDE OF LIGHT GAUGE METAL TRUSSES. PROVIDE 3" SOUND ATTENUATION BATTS FOR FULL HEIGHT OF WALL.	PORCELAIN WALL TILE SHALL BE INSTALLED TO 5'-0" A.F.F. METAL STUDS SHALL BE 20 GA. @ 16" O.C.
	S4	S4		PORCELAIN WALL TILE ON THIN SET MORTAR OVER 5/8" TILE BACKER BOARD ON BOTH SIDES OF 6" METAL STUDS. STUDS AND GYPSUM BOARD TO EXTEND TO UNDERSIDE OF LIGHT GAUGE METAL TRUSSES. PROVIDE SOUND ATTENUATION BATTS FOR FULL HEIGHT OF WALL.	PORCELAIN WALL TILE SHALL BE INSTALLED FROM FLOOR TO FINISH CEILING. METAL STUDS SHALL BE 20 GA. @ 16" O.C.
	S5	S5		PORCELAIN WALL TILE ON THIN SET MORTAR OVER 5/8" TILE BACKER BOARD ON ONE SIDE OF 3-5/8" METAL STUDS. STUDS AND GYPSUM BOARD TO EXTEND TO UNDERSIDE OF LIGHT GAUGE METAL TRUSSES. PROVIDE SOUND ATTENUATION BATTS FOR FULL HEIGHT OF WALL.	PORCELAIN WALL TILE SHALL BE INSTALLED FROM FLOOR TO FINISH CEILING. METAL STUDS SHALL BE 20 GA. @ 16" O.C.
	S6	S6		ONE LAYER OF 5/8" TYPE "X" GYPSUM BOARD ON EA. SIDE OF 3 5/8" METAL STUDS. STUDS AND GYPSUM BOARD TO EXTEND TO 6'-0" A.F.F. PROVIDE WOOD 1X CAP ON TOP.	METAL STUDS SHALL BE 20 GA. @ 16" O.C.
MASONRY "M"	M	M		8" CMU WITH 5/8" TYPE "X" GYPSUM BOARD OVER 1-1/2" Z-CLIPS WITH RIGID INSULATION ON INTERIOR SIDE AND FIBER CEMENT SIDING ON 1X2 P.T. FURRING ON BITUMINOUS DAMPPROOFING ON THE EXTERIOR SIDE. 8" CMU SHALL CONTAIN FOAM INSULATION IN CMU CELLS.	
	M1	M1		8" CMU WITH PORCELAIN WALL TILE ON 5/8" GLAS MAT MOISTURE AND MOLD RESISTANT GYPSUM BOARD OVER 1-1/2" Z-CLIPS WITH RIGID INSULATION ON INTERIOR SIDE AND FIBER CEMENT SIDING ON 1X2 P.T. FURRING ON BITUMINOUS DAMPPROOFING ON THE EXTERIOR SIDE. 8" CMU SHALL CONTAIN FOAM INSULATION IN CMU CELLS.	PORCELAIN WALL TILE SHALL BE INSTALLED TO 5'-0" A.F.F.
	M2	M2		8" CMU WITH PORCELAIN WALL TILE ON THIN SET MORTAR OVER 5/8" TILE BACKER BOARD OVER 1-1/2" Z-CLIPS WITH RIGID INSULATION ON INTERIOR SIDE AND FIBER CEMENT SIDING ON 1X2 P.T. FURRING ON BITUMINOUS DAMPPROOFING ON THE EXTERIOR SIDE. 8" CMU SHALL CONTAIN FOAM INSULATION IN CMU CELLS..	PORCELAIN WALL TILE SHALL BE INSTALLED FROM FLOOR TO FINISH CEILING.

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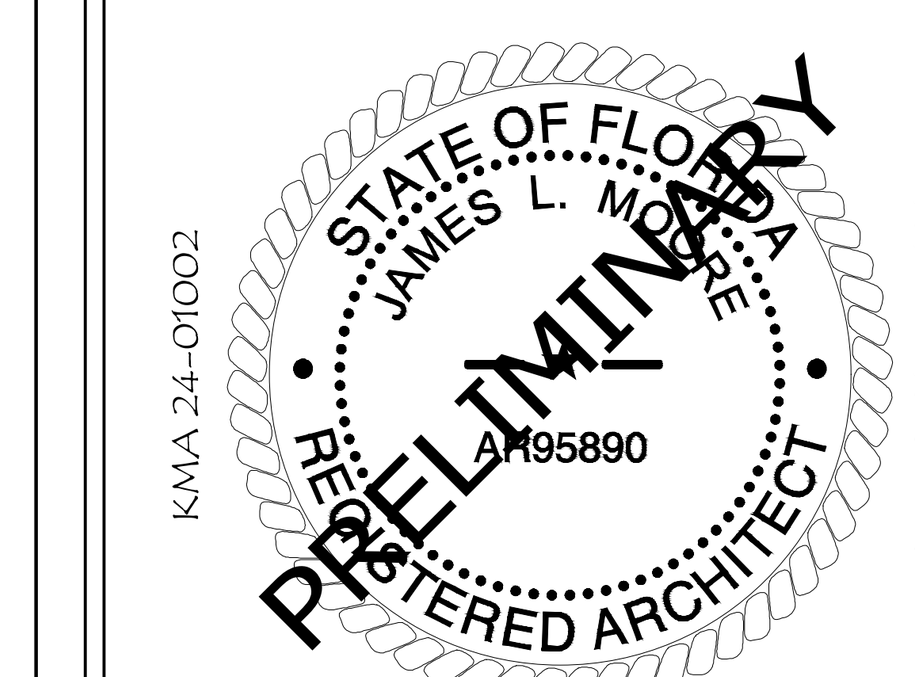
KMA 24-01002



James L. Moore, AIA
AR 95890

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REVISIONS:

Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JLM
Checked By:	JLM

ARCHITECTURAL INFORMATION

A001

100% Construction Documents

SECTION 03 05 80 - UNDERSLAB VAPOR BARRIER

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Provide one of the following:

1. Perminator™ 15mil by W.R. Meadows
2. Stego Wrap Vapor Barrier, 15mil by Stego Industries LLC
3. Vapor Block 15 by Raven Industries
4. Griffolyn Vaporguard by Reef Industries
5. Viper Vaporcheck II 15mil by Insulation Solutions, Inc.
6. Moistop Ultra 15 by Fortifiber Building Products Systems
7. Husky Yellow Guard (15mil) by Poly-America, L.P.

2.2 MATERIALS

A. Vapor retarder membrane must meet or exceed all requirements of ASTM E1745, Class A.

1. Minimum Permeance: Maximum 0.01 perms per ASTM E96 or ASTM E1249

2.3 ACCESSORIES

A. Seam Tape: High Density Polyethylene Tape with pressure sensitive adhesive. Minimum width 6 inches.

B. Pipe Boots: Construct pipe boots from vapor barrier material and pressure sensitive tape per manufacturer's instructions.

END OF SECTION 03 05 80

SECTION 03 35 01 - CONCRETE FLOOR SEALER

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Ashford Formula as manufactured by Curecrete Chemical Company

B. Seal Hard by Laticrete International Inc.

C. Euco Diamond Hard by The Euclid Chemical Company

2.2 MATERIALS

A. Concrete Type [SC-01]: Colorless, transparent, penetrating liquid.

B. Contains no silicone.

C. Highly resistant to oils, greases and acids.

D. Technical Properties:

1. Abrasion – Taber abrasion test: 30.7% increase in abrasion resistance
2. Bonding – per ASTM D3359: 17% increase in epoxy adhesion. No change for polyurethane adhesion
3. Curing – 94% greater moisture loss from untreated samples during critical, initial 24 hour curing period
4. Hardness – per ASTM C42: 40% increase in compressive strength at 7 days, 38% increase at 28 days over untreated samples. ASTM C805, Schmidt hammer: 13.3% increased impact resistance
5. Permeability – The seepage rate using a 7 inch head of water on a 4.91 square inch area treated was 0.0083cc per hour
6. Weathering – per ASTM G23: Ultraviolet light and water spray exposure had no adverse effect

E. Non-toxic, non-combustible, and non-flammable. Shall not harm lungs or hands.

END OF SECTION 03 35 01

SECTION 06 41 16 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.

1. Provide labels and certificates from AWI certification program indicating that woodwork complies with requirements of grades specified.

B. Grade: Custom.

C. Type of Construction: Frameless.

D. Cabinet, Door, and Drawer Front Interface Style: Flush overlay.

E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Abet Laminati, Inc.
b. Formica Corporation.
c. Lamin-Art, Inc.
d. Panolam Industries International, Inc.
e. Wilsonart International; Div. of Premark International, Inc.

F. Laminate Cladding for Exposed Surfaces:

1. Horizontal Surfaces: Grade HGS.
2. Postformed Surfaces: Grade HGP.
3. Vertical Surfaces: Grade HGS.
4. Edges: Grade HGS.
5. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.

G. Materials for Semiexposed Surfaces:

1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade VGS.

a. Edges of Plastic-Laminate Shelves: PVC edge banding, 0.12 inch (3 mm) thick, matching laminate in color, pattern, and finish.
b. Edges of Thermoset Decorative Panel Shelves: PVC or polyester edge banding.
c. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS .

2. Drawer Sides and Backs: Thermoset decorative panels with PVC or polyester edge banding.
3. Drawer Bottoms: Thermoset decorative panels.

H. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.

I. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.

1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners or glued dovetail joints.

J. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements stated within.

1. Laminate Type [PL-01]: Provide samples for Architect to review.

2.2 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Wood Moisture Content: 8 to 13 percent.

B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Recycled Content of Medium-Density Fiberboard and Particleboard: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
2. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.
3. Particleboard: ANSI A208.1, Grade M-2, made with binder containing no urea formaldehyde.
4. Softwood Plywood: DOC PS 1, medium-density overlay.
5. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

1. Use treated materials that comply with requirements of referenced woodworking standard. Do not use materials that are warped, discolored, or otherwise defective.
2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.

B. Fire-Retardant-Treated Lumber and Plywood: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.

1. Kiln dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.
2. For items indicated to receive a stained or natural finish, use organic resin chemical formulation.
3. Mill lumber before treatment and implement special procedures during treatment and drying processes that prevent lumber from warping and developing discolorations from drying sticks or other causes, marring, and other defects affecting appearance of treated woodwork.

C. Fire-Retardant Particleboard: Panels complying with the following requirements, made from softwood particles and fire-retardant chemicals mixed together at time of panel manufacture to achieve flame-spread index of 25 or less and smoke-developed index of 25 or less per ASTM E 84.

1. For panels 3/4 inch (19 mm) thick and less, comply with ANSI A208.1 for Grade M-2 except for the following minimum properties: modulus of rupture, 1600 psi (11 MPa); modulus of elasticity, 300,000 psi (2070 MPa); internal bond, 80 psi (550 kPa); and screw-holding capacity on face and edge, 250 and 225 lbf (1100 and 1000 N), respectively.
2. For panels 7/16 to 1-1/4 inches (20 to 32 mm) thick, comply with ANSI A208.1 for Grade M-1 except for the following minimum properties: modulus of rupture, 1300 psi (9 MPa); modulus of elasticity, 250,000 psi (1720 MPa); linear expansion, 0.50 percent; and screw-holding capacity on face and edge, 250 and 175 lbf (1100 and 780 N), respectively.

D. Fire-Retardant Fiberboard: Medium-density fiberboard panels complying with ANSI A208.2, made from softwood fibers, synthetic resins, and fire-retardant chemicals mixed together at time of panel manufacture to achieve flame-spread index of 25 or less and smoke-developed index of 200 or less per ASTM E 84.

2.4 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 08 71 00 "Door Hardware (Descriptive Specification)."

B. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 100 degrees of opening[, self-closing.

C. Back-Mounted Pulls: BHMA A156.9, B02011.

D. Wire Pulls: Back mounted, solid metal 5 inches (127 mm) long, 2-1/2 inches (63.5 mm) deep, and 5/16 inch (8 mm) in diameter.

E. Catches: Push-in magnetic catches, BHMA A156.9, B03131.

F. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.

G. Shelf Rests: BHMA A156.9, B04013; metal.

H. Drawer Slides: BHMA A156.9.

1. Grade 1 and Grade 2; Side mountedfull-extension type; zinc-plated steel with polymer rollers.
2. Grade 1HD-100 and Grade 1HD-200: Side mounted; full-extension type; zinc-plated-steel ball-bearing slides.
3. For drawers not more than 3 inches (75 mm) high and not more than 24 inches (600 mm) wide, provide Grade 2.
4. For drawers more than 3 inches (75 mm) high but not more than 6 inches (150 mm) high and not more than 24 inches (600 mm) wide, provide Grade 1.
5. For drawers more than 6 inches (150 mm) high or more than 24 inches (600 mm) wide, provide Grade 1HD-100.
6. For computer keyboard shelves, provide Grade 1.
7. For trash bins not more than 20 inches (500 mm) high and 16 inches (400 mm) wide, provide Grade 1HD-200.

I. Door Locks: BHMA A156.11, E07121.

J. Drawer Locks: BHMA A156.11, E07041.

K. Door and Drawer Silencers: BHMA A156.16, L03011.

L. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

1. Satin Stainless Steel: BHMA 630.

M. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.5 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesives: Do not use adhesives that contain urea formaldehyde.

2.6 FABRICATION

A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.

B. Fabricate cabinets to dimensions, profiles, and details indicated.

C. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

D. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

END OF SECTION 06 41 16

SECTION 06 61 16 - SOLID SURFACING FABRICATIONS

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Products: Dupont - Corian, Gibralter, Fountainhead, Surrell, Avonite

2.2 CAST POLYMER

A. Material: Homogeneous filled solid polymer; not coated, laminated, or of a composite construction; meeting IAPMO Z124.3 and IAPMO Z124.6 Requirements.

B. Fire Hazard Ratings:

1. Classified in accordance local codes and ordinances, ASTM E84 and the following:

a. Class A
b. Flame Spread: 0 – 25
c. Smoke Developed: 0-450

C. Solid Surface Type [SS-01]: Provide color samples for Architect to review.

D. Countertops:

1. Homogeneous cast polymer countertops. Thickness, sizes and profiles as shown on Drawings.

a. Provide matching backsplash, sidesplash, aprons, shelves, integral bowl, and other accessories as shown on Drawings in same material, color and finish as countertops.

2. Separate Lavatory Bowls, by Plumbing.

2.3 INSTALLATION MATERIALS

A. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for anchoring fixtures. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

B. Sink/Lavatory Mounting Hardware: Manufacturer's standard bowl clips, panel inserts and fasteners for attachment of undermount sinks/lavatories.

C. Adhesive: As recommended by cast polymer manufacturer to create an inconspicuous, non-porous, hard seams and joints to create a monolithic fabrication appearance. (Installer to verify products are approved by cast polymer materials manufacturer.)

D. Sealant: Silicone, as recommended by cast polymer manufacturer.

2.4 FABRICATION

A. General:

1. Shop assemble cast polymer materials for delivery to Site in units easily handled and to permit passage through building openings.
2. Shop cut openings, to maximum extent possible, to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings.
   a. Rout and finish component edges with clean, sharp returns. Rout cutouts, radii and contours to template. Smooth edges. Repair or replace defective and inaccurate work.
3. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trip for scribing and site cutting.
4. Provide cutouts for plumbing fixtures, and other fixtures and fittings.

END OF SECTION 06 61 16

SECTION 07 11 13 - BITUMINOUS DAMPPROOFING

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Source Limitations: Obtain primary dampproofing materials and primers from single source from single manufacturer. Provide protection course, molded-sheet drainage panels and auxiliary materials recommended in writing by manufacturer of primary materials.

B. VOC Content: Products shall comply with VOC content limits of authorities having jurisdiction unless otherwise required.

2.2 COLD-APPLIED, CUT-BACK-ASPHALT DAMPPROOFING

A. Manufacturers: Subject to compliance with requirements available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. APOC, Inc.; a division of Gardner-Gibson.
2. BASF Construction Chemicals - Building Systems; Sonneborn Brand Products.
3. Brewer Company (The).
4. ChemMasters, Inc.
5. Euclid Chemical Company (The); an RPM company.
6. Henry Company.
7. Karnak Corporation.
8. Koppers Inc.
9. Malarkey Roofing Products.
10. Meadows, W. R., Inc.
11. Grace, W. R., & Co. - Conn.

B. Trowel Coats: ASTM D 4586, Type I, Class 1, fibered.

C. Brush and Spray Coats: ASTM D 4479, Type I, fibered or nonfibered.

2.3 AUXILIARY MATERIALS

A. General: Furnish auxiliary materials recommended in writing by dampproofing manufacturer for intended use and compatible with bituminous dampproofing.

B. Cut-Back-Asphalt Primer: ASTM D 41.

C. Emulsified-Asphalt Primer: ASTM D 1227, Type III, Class 1, except diluted with water as recommended in writing by manufacturer.

1. Primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

D. Asphalt-Coated Glass Fabric: ASTM D 1668, Type I.

E. Patching Compound: Asbestos-free fibered mastic of type recommended in writing by dampproofing manufacturer.

F. Protection Course: ASTM D 6506, 1/8-inch- (3-mm-) thick, semirigid sheets of fiberglass or mineral-reinforced-asphaltic core, pressure laminated between two asphalt-saturated fibrous liners.

END OF SECTION 07 11 13

SECTION 07 21 00 – BUILDING INSULATION

PART 2 - PRODUCTS

2.1 MISCELLANEOUS STUFFING INSULATION

A. Shall be inorganic (nonasbestos) mineral wool insulation without facing, for the purpose of filling and stuffing openings in walls around pipes, structural components, conduits, expansion joints to eliminate noise transfer and to insulate. Use to seal top of interior walls, not fire rated walls, between masonry and roof deck, or as otherwise indicated. Use at expansion joints as detailed or as otherwise indicated. Insulation shall have a flame spread rating of 15 or less, and a smoke development rating of 0, per ASTM E84, latest edition. Approved manufacturers are as follows:

1. "Industrial Bulk Wool" packing wool fibers by Thermafiber Corporation, Wabash, Indiana; www.thermafiber.com/.
2. Rock Wool Manufacturing Company, Leeds, Alabama; www.deltainsulation.com/
3. Roxul AFB, Milton, Ontario, www.roxul.com

2.2 UNFACED BATT INSULATION

A. Un-faced preformed formaldehyde-free glass fiber batt insulation conforming to ASTM C665, Type III, Class B, Category 1. Approved manufacturers are as follows:

1. JohnsManville, Denver, Colorado; http://www.jm.com/
2. "EcoBatt" by Knauf Insulation, Shelbyville, Indiana; http://knaufinsulation.us/pdf/Ad_Comps_7.pdf
3. Other manufacturers are acceptable provided they can provide a formaldehyde- free glass fiber batt insulation. Submit request for product approval at least 10 days prior to bid due date to the Architect.

2.3 SOUND ATTENUATION BLANKETS

A. Sound attenuation blankets shall be formaldehyde-free unfaced glass fiber insulation conforming to ASTM C665, Type I. Blankets shall be held in place by clips as recommended by the manufacturer. Flame spread shall be 25, smoke developed 50 in accordance with ASTM E136 and ASTM C84. Approved manufacturers are as follows:

1. JohnsManville, Denver, Colorado; http://www.jm.com/
2. "EcoBatt" by Knauf Insulation, Shelbyville, Indiana; http://knaufinsulation.us/pdf/Ad_Comps_7.pdf
3. Other manufacturers are acceptable provided they can provide a formaldehyde- free glass fiber batt insulation. Submit request for product approval at least 10 days prior to bid due date to the Architect.

2.4 RIGID INTERIOR INSULATION

A. Extruded polystyrene rigid insulation shall conform to ASTM C578, latest edition, Type IV, minimum 25 psi compressive strength. Board edges shall be tongue and groove. Thickness shall be 2" or as otherwise indicated. Minimum aged R value of 5.0 per inch. Approved manufacturers are as follows:

1. Dow Styrofoam, Dow Chemical Corporation; http://www.dow.com/styrofoam/
2. Foamular 250, Owens-Corning Corporation; http://www.owenscorning.com/
3. CertiFoam 25, DiversiFoam Products; http://www.diversifoam.com/cf25.htm

B. Mastic shall be Contech Brands PL200 or H.B. Fuller Maxbond, or as recommended by the manufacturer for application to substrate. Seal all joints with sealant as recommended by the manufacturer.

C. Install behind 5/8" Type „X" gypsum board at all locations, whether or not indicated, no exception.

END OF SECTION 07 21 00

SECTION 07 22 00 – ROOF AND DECK INSULATION

PART 2 - PRODUCTS

2.1 MATERIALS

A. Products of the following manufacturers will be considered for polyisocyanurate roof insulation providing they can furnish products equal to those specified and are approved by the membrane manufacturer, and does not restrict the terms of the roofing warranty.

1. Celotex, Tampa, Florida; www.celotex.com
2. Dyplast Products, Miami, Florida; www.dyplastproducts.com.
3. Hunter Panels, Chicago, Illinois; www.hpanels.com
4. Johns Manville, Denver, Colorado; www.johnsmanville.com
5. Rmax, Inc., Dallas, Texas; www.rmaxinc.com

B. Parallel and Tapered Roof Insulation: Insulation shall have glass fiber reinforced facer sheets on both sides integrally laminated to the polyisocyanurate core material. Insulation shall meet FM Class 1 construction.

1. Total R value shall be minimum 33, unless otherwise indicated.
2. Achieve R by a minimum assembly of layers. Use additional layers depending on board thickness.
3. Cover Board: ½ inch thick Dens-Deck as manufactured by Georgia-Pacific.
4. Compressive Strength: 25 pounds per square inch minimum.
5. Dimensional Stability: 2% maximum linear change when conditioned at 158 degrees F and 97% relative humidity for seven days.
6. Curing Time: 24 hours minimum, plus an additional 24 hours minimum per inch of thickness, at a minimum of 60 degrees F before shipment from the manufacturer.
7. Board Thickness: 2 inches maximum.
8. Board Size: 4 x 8 ft. maximum board size for loose-laid and mechanically attached insulation boards; 4 x 4 ft. maximum board size for fully adhered insulation boards.

C. Roof Saddle System: Saddles shall be glass fiber reinforced facer sheets on both sides integrally laminated to the polyisocyanurate core material.

D. Cants and Edge Strips: Pressure treated wood as specified in Section 06 10 14.

E. Fasteners: Metal fasteners and the insulation shall be approved by the membrane manufacturer to assure that required conditions are met to provide a membrane manufacturer's roof warranty. The type of fastener shall be appropriate for the substrate to achieve maximum withdraw and anti-corrosion characteristics. The membrane manufacturer approved fasteners shall also be listed by Factory Mutual.

1. FM 4470 SPRI Corrosion Test Procedure for Roofing Fasteners. To pass, the fasteners shall not accumulate more that 15 percent red rust after the "required number cycles" in the Kesternich cabinet.
   a. The required number of cycles is as currently recommended by FM and SPRI, but in no case shall it be less than 15.

F. Adhesives: Shall conform to manufacturer's recommendations.

2.2 COMPATIBILITY OF PRODUCTS

A. It shall be the Contractor's responsibility to verify the compatibility of products specified in this Section with products specified in the following Section(s), (Substitution of components that would restrict or limit the Roof Guarantee will not be accepted.):

1. Fully Adhered Flexible Sheet Roofing, Section 07 54 00.
2. Flashing and sheet metal, Section 07 60 00.

END OF SECTION 07 22 00

SECTION 07 41 13 - STANDING SEAM METAL ROOF PANELS

PART 2 - PRODUCTS

2.1 PANEL MATERIALS

A. Painted, metallic-Coated Steel Sheet: Restricted flatness steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A755/A755M.

1. Recycled Content: Provide steel sheet with average recycled content such that postconsumer recycled content plus one-half of preconsumer recycled content is at least 70 percent.
2. 22 gauge, Zinc-Coated (Galvanized) Steel Sheet, as per ASTM A653: G90 coating designation; structural quality, grade 40 ksi.
3. Texture: Smooth surface.
4. Exposed Coil-Coated Finish:
   a. 2-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Manufacturers' approved applicator to prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
   b. Color: As selected by Architect from IMETCO standard colors.
5. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

B. Panel Sealants:

1. Seam Cap Sealant: Factory applied hot melt, high viscosity, pressure sensitive adhesive with high heat resistance.
2. Sealant Tape: Non-curing, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, no sag, nontoxic, non-staining tape 1-inch wide and 1/16-inch thick.
3. Exposed Sealant: ASTM C 920; elastomeric tripolymer, polyurethane, or other advanced polymer sealant; of type, grade, class, and use classifications required to seal joints in metal roof panels and remain weather tight; and as recommended in writing by metal roof panel manufacturer.
4. Concealed Sealant: ASTM C 1311: Butyl-Based, Solvent-Release, One-Part Sealant.

2.2 UNDERLAYMENT MATERIALS

A. Self-Adhering with reinforcing scrim, High-Temperature Sheet: 40 mil thick minimum, consisting of slip-resisting top surface laminated to SBS-modified asphalt adhesive, with release-paper backing; cold applied.

1. Thermal Stability: Stable after testing at 250 deg F; ASTM D 1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D 1970.
3. Seams shall be lapped in accordance with manufacturer's recommendations.
4. Underlayment shall be approved for 90 days (minimum) of exposure to UV and weather penetrations.
5. Products: Subject to compliance with requirements, provide one of the following:
   a. Aqua Block 60 by IMETCO of Norcross, GA.
   b. Grace Construction Products- 40 mil Ice and Watershield
   c. Atlas WeatherMaster Polyseal-50 mil.

2.3 MISCELLANEOUS MATERIALS

A. Concealed fasteners: Corrosion resistant steel screws, #10 minimum diameter x length appropriate for substrate, hex washer head or pancake head. Use self-drilling, self-tapping for metal substrate or A-point for plywood substrate.

B. Exposed fasteners: No Exposed fasteners are permitted anywhere on the roof system, including all perimeter and trim assemblies.

2.4 STANDING-SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats and accessories required for weather tight installation.

1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.

B. Vertical-Rib, Standing-Seam Metal Roof Panels with separate mechanically field crimped batten seam cap: Formed with vertical ribs at panel edges, pencil beads and an intermediate stiffening rib symmetrically spaced between ribs; designed for 2-direction installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels, attaching a separate batten seam cap and mechanically seaming panels together.

1. Basis-of-Design System: Panel shall be IMETCO Series 300 (S300) roof panel system as manufactured by Innovative Metals Company, Inc. (IMETCO), Norcross, Georgia, telephone (407) 375-0600:

2. Alternate manufacturers are subject to full compliance with specification requirements, and shall be submitted for approval.
3. Material and Thickness: Minimum 22 Gauge.
4. Standing Seam Panel Width: Maximum 16".
5. Characteristics

   a. The same panel profile from a single manufacturer shall be used for ALL standing seam roof areas.
   b. Configuration: Standing seams incorporating mechanically interlocked, concealed anchor clips which allow unlimited thermal movement.

      1) Profile of panel shall have two stiffening beads positioned 1-½" from the vertical seam and one raised stiffening rib centered in the panel.
      2) Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected.

   c. Seam must be 2-3/8" minimum height for added strength for negative pressures and must have symmetrical design. Integral, asymmetrical seams are not acceptable.
   d. Panel Lengths: Panels must be furnished in continuous lengths from ridges to eaves. Panel end laps of any kind are not acceptable.
   e. Factory Formed Panels: Fabricate and finish metal roof panels and accessories at the factory. No site roll forming is permitted. Contractor owned and operated roll forming equipment is not permitted.
   f. Concealed Standard Anchor Clips: Clips must be 16 gauge galvanized steel ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.

      1) Two-piece clips are NOT acceptable.
      2) Clip design must isolate sealant in panel cap from clip to insure that no sealant damage occurs from the clip during expansion and contraction.
      3) Clip must maintain a clearance of a minimum of 3/8" between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.
      4) Clips shall bear on manufacturer's standard 16 GA. steel bearing plates with slotted holes.

   g. Seam cap: Snap-on cap shall be a minimum of 1-inch wide "T" shaped of continuous length up to 45 feet according to job conditions and field seamed by means of manufacturer's standard seaming machine.

      1) Cap shall be designed to receive two (2) beads of hot applied. high viscosity, pressure sensitive adhesive with high heat resistance during manufacturing which will not come in contact with the anchor clip.
      2) In all cases, seam caps shall be factory formed to insure quality and precision in the process of sealant application.

   h. Stiffening ribs: Located in flat of panel to minimize oil canning and telegraphing of structural members.
   i. Replaceability: Panels shall be of a symmetrical design with mechanically seamed cap configuration such that individual panels may be removable for replacement without removing adjacent panels and installation may proceed in both directions simultaneously.
   j. Panel ends shall be folded up 90 degrees at ridge, headwall, and hip conditions, where applicable. No metal shall be cut or otherwise perforated at the folded end.

2.5 ACCESSORIES

A. Roof Panel Accessories: Provide components approved by roof panel manufacturer and as required for a complete metal roof panel assembly including trim, copings, fascias, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal roof panels.
2. Closure Strips: Closed-cell, expanded, cellular, rubber or cross-linked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch thick, flexible closure strips meeting ASTM D 1056 and/or D3575; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

B. Flashing and Trim: Formed from same material and gauge as roof panels, prepainted with coil coating. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fascias, and fillers. Finish flashing and trim with same finish system as adjacent metal roof panels.

C. Gutters: Formed from same material roof panels. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 10'-0" long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced per SMACNA's recommendation based on gauge and stretch-out, fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match metal roof panels.

D. Downspouts: Formed from same material as roof panels. Fabricate in 10'-0" long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual". Finish downspouts to match gutters.

E. Roof Curbs: Fabricated from same material as roof panels, minimum and welded top box and integral full-length cricket. Fabricate curb sub framing of minimum 0.0598-inch thick, angle-, C-, or Z-shaped steel sheet. Fabricate curb and sub framing to withstand indicated loads, of size and height indicated. Finish roof curbs to match metal roof panels.

2.6 FABRICATION

A. Fabricate and finish metal roof panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes and as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

1. Refer to section 2.8, Item e. for field roll forming allowances and requirements.
2. Field roll forming is only permitted if panels are longer than 50' in length and it is more cost effective to field roll form than factory fabricate.
3. No contractor owned roll formers are permitted.

B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

C. Fabricate metal roof batten seam cap with factory-installed hot melt, high viscosity, pressure sensitive adhesive with high heat resistance, in a manner that will seal weathertight.

D. Form flashing components from full single width sheet in minimum 10'-0" sections. Provide mitered corners, joined using closed end pop rivets and butyl-based, solvent released one-part sealant.

E. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Sealed Joints: Form nonexpanding but movable joints in metal to accommodate butyl-based sealant to comply with SMACNA standards.
3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
4. Fabricate cleats and attachment devices of size and metal thickness recommended by SMACNA's "Architectural Sheet Metal Manual" or by metal roof panel manufacturer for application, but not less than thickness of metal being secured.

2.7 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

END OF SECTION 07 41 13

SECTION 07 46 46 - FIBER-CEMENT SIDING, SOFFITS AND CEILINGS

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain products, including related accessories, from single source from single manufacturer.

2.2 FIBER-CEMENT SIDING

A. General: ASTM C 1186, Type A, Grade II, fiber-cement board, noncombustible when tested according to ASTM E 136; with a flame-spread index of 25 or less when tested according to ASTM E 84.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. CertainTeed Corporation.
   b. GAF Materials Corporation.
   c. James Hardie Building Products, Inc.
   d. James Hardie Siding Products.
   e. MaxiTile, Inc.
   f. Nichiha Fiber Cement.
   g. Norandex; Building Materials Distribution, Inc.

B. Labeling: Provide fiber-cement siding that is tested and labeled according to ASTM C 1186 by a qualified testing agency acceptable to authorities having jurisdiction.

C. Nominal Thickness: Not less than 5/16 inch (8 mm).

D. Horizontal Pattern: Boards 8-1/4 to 8-1/2 inches (210 to 216 mm wide in plain style which provided a minimum of a 7" exposure when installed.

1. Texture: Wood grain texture.

E. Factory Priming: Manufacturer's standard acrylic primer.

2.3 FIBER-CEMENT SOFFIT AND EXTERIOR CEILINGS

A. General: ASTM C 1186, Type A, Grade II, fiber-cement board, noncombustible when tested according to ASTM E 136; with a flame-spread index of 25 or less when tested according to ASTM E 84.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. CertainTeed Corporation.
   b. James Hardie Building Products, Inc.
   c. James Hardie Siding Products.
   d. MaxiTile, Inc.
   e. Nichiha Fiber Cement.
   f. Norandex; Building Materials Distribution, Inc.

B. Nominal Thickness: Not less than 5/16 inch (8 mm).

C. Pattern: 24-inch- wide sheets wood-grain texture.

D. Ventilation: Provide unperforated soffit unless otherwise indicated.

E. Factory Priming: Manufacturer's standard acrylic primer.

2.4 ACCESSORIES

A. Siding Accessories, General: Provide starter strips, edge trim, outside and inside corner caps, and other items as recommended by siding manufacturer for building configuration.

1. Provide accessories matching color and texture of adjacent siding unless otherwise indicated.

B. Decorative Accessories: Provide the following fiber-cement decorative accessories as indicated:

1. Corner posts.
2. Door and window casings.
3. Fascias.
4. Moldings and trim.

C. Fasteners:

1. For fastening to wood, use siding nails of sufficient length to penetrate a minimum of 1 inch (25 mm) into substrate.
2. For fastening to metal, use ribbed bugle-head screws of sufficient length to penetrate a minimum of 1/4 inch (6 mm), or three screw-threads, into substrate.
3. For fastening fiber cement, use hot-dip galvanized fasteners.

D. Insect Screening for Soffit Vents: Aluminum, 18-by-16 (1.4-by-1.6-mm) mesh (if required).

END OF SECTION 07 46 46

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. FM Approvals Listing: Manufacture and install roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification

SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Standard and custom hollow metal doors and frames.

B. Related Sections:

1. Division 01 Section "General Conditions".
2. Division 04 Section "Unit Masonry" for embedding anchors for hollow metal work into masonry construction.
3. Division 08 Section "Flush Wood Doors".
4. Division 08 Section "Door Hardware".
5. Division 08 Section "Access Control Hardware".
6. Division 09 Sections "Exterior Painting" and "Interior Painting" for field painting hollow metal doors and frames.

C. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ANSI/SDI A250.13 - Testing and Rating of Severe Windstorm Resistant Components for Swing Door Assemblies.
7. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
8. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
9. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
10. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
11. ANSI/BHMA A156.115 - Hardware Preparation in Steel Doors and Frames.
12. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
13. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
14. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.
15. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
16. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
17. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.

B. Door hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.

C. Shop Drawings: Include the following:

1. Elevations of each door design.
2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.
5. Details of anchorages, joints, field splices, and connections.
6. Details of accessories.
7. Details of moldings, removable stops, and glazing.
8. Details of conduit and preparations for power, signal, and control systems.

D. Samples for Verification:

1. Samples are only required by request of the architect and for manufacturers that are not current members of the Steel Door Institute.

E. Informational Submittals:

1. Hurricane Resistant Openings (State of Florida): Within the State of Florida, provide copy of current State of Florida Product Approval or Metro-Dade County Notice of Acceptance (NOA) as proof of compliance that doors, frames and hardware for exterior opening assemblies have been tested and approved for use at the wind load and design pressure level requirements specified for the Project.
   a. Hurricane Resistant Components (State of Florida): Within the State of Florida, provide copy of independent, third party certified listing conforming to ANSI A250.13.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.

B. Quality Standard: In addition to requirements specified, furnish SDI-Certified manufacturer products that comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".

C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL10C (neutral pressure at 40" above sill) or UL 10C.

1. Oversize Fire-Rated Door Assemblies Construction: For units exceeding sizes of tested assemblies, attach construction label certifying doors are built to standard construction requirements for tested and labeled fire rated door assemblies except for size.
2. Temperature-Rise Limit: Where indicated and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.
3. Smoke Control Door Assemblies: Comply with NFPA 105.
   a. Smoke "S" Label: Doors to bear "S" label, and include smoke and draft control gasketing applied to frame and on meeting stiles of pair doors.

D. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257. Provide labeled glazing material.

E. Hurricane Resistant Exterior Openings (State of Florida including High Velocity Hurricane Zone (HVHZ): Provide exterior hollow metal doors and frames as complete and tested assemblies, or component assemblies, including approved hardware specified under Section 087100 "Door Hardware", to meet the wind loads, design pressures, debris impact resistance, and glass and glazing requirements as detailed in the current State of Florida building code sections applicable to the Project.

1. Each unit to bear third party permanent label in accordance with Florida Building Code requirements.

F. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier, Installer, and Contractor to review proper methods and procedures for installing hollow metal doors and frames and to verify installation of electrical knockout boxes and conduit at frames with electrified or access control hardware.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.

1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.7 COORDINATION

A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

B. Building Information Modeling (BIM) Support: Utilize designated BIM software tools and obtain training needed to successfully participate in the Project BIM processes. All technical disciplines are responsible for the product data integration and data reliability of their Work into the coordinated BIM applications.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.

B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide steel doors and frames from a SDI Certified manufacturer:

1. CECO Door Products (C).
2. Curries Company (CU).
3. Steelcraft (S).

2.2 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.3 HOLLOW METAL DOORS

A. General: Provide 1-3/4 inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8 and ANSI/NAAMM HMMA 867.

B. Exterior Doors (Energy Efficient): Face sheets fabricated of commercial quality hot-dipped zinc coated steel that complies with ASTM A924 A60. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model, ANSI/SDI A250.4 for physical performance level, and HMMA 867 for door construction.

1. Design: Flush panel.
2. Core Construction: Foamed in place polyurethane and steel stiffened laminated core with no stiffener face welds, in compliance with HMMA 867 "Laminated Core".
   a. Provide 22 gauge steel stiffeners at 6 inches on-center internally welded at 5" on-center to integral core assembly, foamed in place polyurethane core chemically bonded to all interior surfaces. No stiffener face welding is permitted.
   b. Thermal properties to rate at a fully operable minimum U-Factor 0.37 and R-Value 2.7, including insulated door, thermal-break frame and threshold.
   c. Kerf Type Frames: Thermal properties to rate at a fully operable minimum U-Factor 0.38 and R-Value 2.6, including insulated door, kerf type frame, and threshold.
3. Level/Model: Level 3 and Physical Performance Level A (Extra Heavy Duty), Minimum 16 gauge (0.053 inch - 1.3-mm) thick steel, Model 2.
4. Vertical Edges: Vertical edges to be mechanically interlocked with hairline seam. Beveled Lock Edge, 1/8 inch in 2 inches (3 mm in 50 mm).
5. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
6. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9".
7. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

C. Manufacturers Basis of Design:

1. Curries Company (CU) - Energy Efficient - 777 Trio-E Series.

2.4 HOLLOW METAL FRAMES

A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.

B. Exterior Frames: Fabricated of hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60.

1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
2. Frames: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
3. Manufacturers Basis of Design:
   a. Curries Company (CU) – M Series.

C. Interior Frames: Fabricated from cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.

1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
2. Frames: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
3. Manufacturers Basis of Design:
   a. Curries Company (CU) - CM Series.
   b. Curries Company (CU) - M Series.

D. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.

E. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

2.5 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
2. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.
3. Windstorm Opening Anchors: Types as tested and required for indicated wall types to meet specified wind load design criteria.

B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.

C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.6 ACCESSORIES

A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.

B. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.7 FABRICATION

A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.

B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.

C. Hollow Metal Doors:

1. Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.
2. Astragals: Provide overlapping astragals as noted in door hardware sets in Division 08 Section "Door Hardware" on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted.

D. Hollow Metal Frames:

1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
   a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
4. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
5. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
6. Jamb Anchors: Provide number and spacing of anchors as follows:
   a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      1) Two anchors per jamb up to 60 inches high.
      2) Three anchors per jamb from 60 to 90 inches high.
      3) Four anchors per jamb from 90 to 120 inches high.
      4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
   b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      1) Three anchors per jamb up to 60 inches high.
      2) Four anchors per jamb from 60 to 90 inches high.
      3) Five anchors per jamb from 90 to 96 inches high.
      4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
      5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.
   c. Severe Storm Shelter Openings: Provide jamb, head, and sill anchors in accordance with manufacturer's tested and approved assemblies.
7. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Division 08 Section "Door Hardware".
8. Bituminous Coating: Where frames are fully grouted with an approved Portland Cement based grout or mortar, coat inside of frame throat with a water based bituminous or asphaltic emulsion coating to a minimum thickness of 3 mils DFT, tested in accordance with UL 10C and applied to the frame under a 3rd party independent follow-up service procedure.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products of the following manufacturers are acceptable:

1. Algoma Hardwoods, Inc., a Division of Masonite Architectural Door Systems
2. Lambton Doors
3. Marshfield DoorSystems, Inc., a Division of Masonite Architectural Door Systems
4. Mohawk Flush Doors, Inc., a Division of Masonite Architectural Door Systems
5. Oshkosh Architectural Wood Door Company
6. VT Industries, Inc.
7. Eggers Industries

2.2 MATERIALS AND COMPONENTS

A. Provide interior flush wood doors conforming to the following requirements:

1. Faces: Rotary Cut, White (sapwood) Birch veneer, minimum 5 inch fitch, Grade A. Variations allowed per Section 1300-G-17, AWI Quality Standards, latest edition.
2. Core Construction: Structural composite lumber (SCL-5)
3. Edges: Provide manufacturers standard, laminated edge construction with improved screw-holding capability and split resistance. Edges shall match face veneer, sand and finish to match door faces.
4. Panels: Manufacturer's standard 2 ply hot pressed panels with Type I glue.
5. Matching: Pairs of doors shall be book matched grain as pairs on both sides. Provide end matched transoms.
6. Thickness: 1-3/4 inches, unless noted otherwise.
7. Stain: Provide for Architect selection.

B. Door Accessories: Provide wood stops for glass.

2.3 PREFITTING AND PREPARATION FOR HARDWARE

A. Pre-fit and pre-machine doors at factory, including beveling both edges 1/8 inch in 2 inches.

B. Comply with tolerance requirements of AWI for pre-fitting. Machine doors for hardware requiring cutting doors. Comply with final hardware schedules and door frame shop drawings and with hardware templates and other essential information required to ensure proper fit of doors and hardware.

C. Coordinate with the metal frame supplier the locations of hardware mortises in metal frames to verify dimensions and alignment before proceeding with machining in factory.

D. Light openings and other detail work shall be done in accordance with manufacturer's standard details or as detailed by the Architect.

2.4 LOUVERS AND LIGHT FRAMES

A. Metal Louvers Size, type and profile shown and fabricated from the following:

1. Steel: 20-gage, galvanized and factory primed for field paint finish.

2.5 FABRICATION

A. Fabricate flush wood doors to produce doors complying with following requirements:

1. Factory-prefit and pre-machine doors to fit frame opening sizes indicated for the following uniform clearances and bevels:
   a. Comply with manufacturer requirements of AWI for pre-fitting. Comply with final hardware schedules and door frame shop drawings and with hardware templates.
   b. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with factory pre-machining.

B. Openings: Cut and trim openings through doors to comply with applicable requirements of referenced standards for kind(s) of doors required.

1. Light Openings: Trim openings with moldings of material and profile indicated.
2. Louvers: Factory install louvers in prepared openings.

2.6 FACTORY FINISHING

A. Comply with referenced AWI quality standard including Section 1500 "Factory Finishing".

B. Prefinish wood doors at factory.

C. Transparent Finish: Comply with requirements indicated for grade, finish system, staining effect and sheen

1. AWI Grade: Custom
2. Finish: AWI Catalyzed Polyurethane.
3. Stain: Stain none required.
4. Effect: Open grain finish.

D. Factory finished doors damaged after installation shall be replaced with factory finished doors at no additional cost to the Owner.

1. Restore finish before installation, if fitting or machining is required at the job site and permitted by warranty.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine installed door frames prior to hanging door:

1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb, parallel jambs and level heads.
2. Reject doors with defects.

B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 DOOR INSTALLATION

A. Pre-fit Doors: Fit to frames for uniform clearance at each edge and machine for hardware to whatever extent not previously worked at factory as required for proper fit and uniform clearance at each edge.

1. Install non-rated doors in accordance with manufacturer's instructions and as shown.
2. Install fire rated doors in corresponding fire rated frames in accordance with requirements of NFPA No. 80.

B. Clearance: For non-rated doors provide clearances of 1/8-inch at jambs and heads; 1/8-inch at meeting stiles for pairs of doors; and 1/2-inch from bottom of door to top of decorative floor finish or covering. Where threshold is shown or scheduled, provide 1/4-inch clearance from bottom of door to top of threshold.

1. For fire rated doors provide clearances complying with NFPA 80.

C. Doors having any of the following defective conditions will not be accepted:

1. Not operating properly, such as swinging, sliding or latching
2. Damaged face or edge.
3. Unsealed edges, tops and bottoms.
4. Exposition in surface finish, such as roughness, "skips", "runs" or other blemishes in color or gloss.

D. If operation defects cannot be corrected by repairing or rehanging, replace door with new unit.

E. Doors damaged prior to or during installation shall be replaced at no cost to the Owner.

F. Factory Finished Doors: Restore finish before installation, if fitting or machining is required at the job site.

3.3

ADJUSTING AND PROTECTION

A. Operation: Rehang or replace doors that do not swing or operate freely.

B. Protect doors as recommended by door manufacturer to ensure that doors will be without damage or deterioration at time of Substantial Completion.

END OF SECTION 08 14 16

SECTION 08 31 00 - ACCESS DOORS AND PANELS

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Provide access doors by one of the following:

1. Cesco Products
2. Milcor, Inc., A Gibraltar Co.
3. Nystrom, Inc.

2.2 MATERIALS AND FABRICATION

A. Provide each access door assembly manufactured as an integral unit, complete, ready for installation.

B. Provide stainless steel doors and frames where located on Drawings for conditions noted.

1. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 666, Type 304. Remove tool and die marks and stretch lines or blend into finish.
2. Finish: Directional Satin Finish, No. 4

C. Gypsum Board Walls and Ceilings:

1. Frames: 16 gage cold rolled steel, perforated with galvanized drywall bead attached to all four sides
2. Recess: 5/8 inch
3. Hinges: Cold rolled with stainless steel pin, continuous piano type
4. Doors: 20 gage cold rolled steel
5. Size: 24 inch by 24 inch, unless indicated otherwise

D. Masonry Walls:

1. Frames: 16 gage cold rolled steel with adjustable metal masonry anchors
2. Doors: 20 gage cold rolled steel
3. Hinges: Cold rolled with stainless steel pin, continuous piano type
4. Size: 24 x 24 inch, unless indicated otherwise

E. Latching Devices: Furnish flush, screwdriver operated cam locks of number required to hold door in flush, smooth plane when closed.

F. Provide one key-operated cam lock per access door. Furnish 2 keys per lock. Key locks alike, unless otherwise scheduled.

1. Only one key operated latching device is required per panel.

G. Factory primed with manufacturer's standard primer for condition indicated.

END OF SECTION 08 31 00

SECTION 08 31 13 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings: YKK AP MODEL YHSS70TU or comparable product by one of the following:

1. Kawneer North America; an Alcoa company.
2. Pittco Architectural Metals, Inc.
3. Tubelite.
4. United States Aluminum.
5. YKK AP America Inc.

2.2 MATERIALS

A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

1. Sheet and Plate: ASTM B 209 (ASTM B 209M).
2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
3. Extruded Structural Pipe and Tubes: ASTM B 429.
4. Structural Profiles: ASTM B 308/B 308M.
5. Welding Rods and Bare Electrodes: AWS A5.10/A5.10M.

B. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer, complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.

1. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
2. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
3. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.3 FRAMING SYSTEMS

A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.

1. Construction: Thermally improved.
2. Glazing System: Retained mechanically with gaskets on four sides.
3. Glazing Plane: Center.

B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
2. Reinforce members as required to receive fastener threads.
3. Use exposed fasteners with countersunk Phillips screw heads, fabricated from stainless steel.

D. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts, complying with ASTM A 123/A 123M or ASTM A 153/A 153M.

E. Concealed Flashing: Dead-soft, 0.018-inch- (0.457-mm-) thick stainless steel, ASTM A 240/A 240M of type recommended by manufacturer.

F. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.

1. Sealants used inside the weatherproofing system shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 GLAZING SYSTEMS

A. Glazing: As specified in Section 08 60 00 "Glazing."

B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, molded or extruded, of profile and hardness required to maintain watertight seal.

C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.

2.5 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.

1. Door Construction: 2-inch (50.8-mm) overall thickness, with minimum 0.188-inch- (4.8-mm-) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
2. Door Design: Wide stile; 5-inch (127-mm) nominal width.
   a. Accessible Doors: Smooth surfaced for width of door in area within 10 inches (255 mm) above floor or ground plane.
3. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets.

B. Entrance Door Hardware: As specified in Section 08 71 00 "Door Hardware."

2.6 ENTRANCE DOOR HARDWARE

A. General: Provide entrance door hardware and entrance door hardware sets indicated in Section 08 71 00 – Door Hardware for each entrance door to comply with requirements in this Section.

1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and specified in Section 08 71 00 – Door Hardware.
2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
3. Opening-Force Requirements:
   a. Egress Doors: Not more than 15 lbf (67 N) to release the latch and not more than 30 lbf (133 N) to set the door in motion[and not more than 15 lbf (67 N) to open the door to its minimum required width].
   b. Accessible Interior Doors: Not more than 5 lbf (22.2 N) to fully open door.

B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of entrance door hardware are indicated in "Entrance Door Hardware Sets" Article. Products are identified by using entrance door hardware designations as follows:

1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in "Entrance Door Hardware Sets" Article.
2. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.

C. Opening-Force Requirements:

1. Delayed-Egress Locks: Lock releases within 15 seconds after applying a force of not more than 15 lbf (67 N) for not more than 3 seconds.
2. Latches and Exit Devices: Not more than 15 lbf (67 N) required to release latch.

D. Weather Stripping: Manufacturer's standard replaceable components.

1. Compression Type: Made of ASTM D 2000, molded neoprene, or ASTM D 2287, molded PVC.
2. Sliding Type: AAMA 701, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.

E. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.

F. Silencers: BHMA A156.16, Grade 1.

G. Thresholds: BHMA A156.21, raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch (13 mm).

H. Finger Guards: Manufacturer's standard collapsible neoprene or PVC gasket anchored to frame hinge-jamb at center-pivoted doors.

2.7 ACCESSORY MATERIALS

A. Joint Sealants: For installation at perimeter of aluminum-framed systems, as specified in Section 07 90 00 "Joint Protection."

1. Sealants used inside the weatherproofing system shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30-mil (0.762-mm) thickness per coat.

2.8 FABRICATION

A. Form or extrude aluminum shapes before finishing.

B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

C. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:

1. Profiles that are sharp, straight, and free of defects or deformations.
2. Accurately fitted joints with ends coped or mitered.
3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
4. Physical and thermal isolation of glazing from framing members.
5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
6. Provisions for field replacement of glazing from exterior.
7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.

E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.

1. At exterior doors, provide compression weather stripping at fixed stops.
2. At interior doors, provide silencers at stops to prevent metal-to-metal contact. Install three silencers on strike jamb of single-door frames and two silencers on head of frames for pairs of doors.

F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.

1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
2. At exterior doors, provide weather sweeps applied to door bottoms.

G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.

H. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.9 ALUMINUM FINISHES

A. Clear Anodized Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

END OF SECTION 08 31 13

SECTION 08 33 00 - ROLLING COUNTER SHUTTER

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Manufacturer:

1. Cookson: Basis of Design
2. Cornell
3. Clopay Building Products
4. Amarr

2.2 PRODUCT INFORMATION

A. Basis of design: Model: ESC10

2.3 MATERIALS

A. Curtain:

1. Slat Configuration:
   a. Stainless Steel: No. 1F, interlocked flat-faced slats, 1-1/2 inches (38 mm) high by 1/2 inch (13 mm) deep, minimum 22 gauge AISI type 304 #4 finish stainless steel with stainless steel angle bottom bar with lift handles and vinyl astragal
2. Finish:
   a. Stainless Steel: type 304 #4 finish

B. Endlocks:

Fabricate interlocking slat sections with high strength molded nylon endlocks riveted to ends of alternate slats

C. Guides:

1. Fabrication:
   a. Stainless Steel: 12 gauge formed shapes
2. Finish:
   a. Stainless Steel: type 304 #4 finish

D. Shaft Assembly:

1. Counterbalance Shaft Assembly:
   a. Steel: Steel pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot (2.5 mm per meter) of width
   b. Spring Balance: Oil-tempered, heat-treated steel helical torsion spring assembly designed for proper balance of door to ensure that maximum effort to operate will not exceed 25 lbs (110 N). Provide wheel for applying and adjusting spring torque

E. Brackets:

Fabricate from reinforced steel plate with bearings at rotating support points to support counterbalance shaft assembly and form end closures

1. Finish:
   a. Standard (Stock Colors): Zirconium treatment followed by a baked-on polyester powder coat; minimum 2.5 mils (0.065 mm) cured film thickness

F. Hood:

Minimum [24 gauge stainless steel] with reinforced top and bottom edges. Provide minimum 1/4 inch (6.35 mm) steel intermediate support brackets.

1. Finish:
   a. Stainless steel: type 304 #4 finish

2.4 OPERATION

A. Manual Operation:
1. Crank Hoist: Crank hoist operator including crank gear box, steel crank drive shaft and

2.5 ACCESSORIES

A. Locking:
1. Masterkeyable cylinder lock: Operable from coil side of bottom bar. Provide Interlock switches on motor operated units.
   a. Standard Mortise Cylinder

B. Operator and Bracket Mechanism Cover:
Minimum [24 gauge stainless steel] [0.040 inch (1.016 mm) aluminum] sheet metal cover at coil area of unit. Finish to match door hood.

END OF SECTION 08 33 00

SECTION 08 60 00 - GLAZING

PART 2 - PRODUCTS

2.1 INSULATING GLASS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Low-E Coating: Eclipse Advantage (Grey) by Pilkington North America . or comparable product by one of the following:

1. AFG Industries, Inc.
2. Guardian Industries Corp.
3. Pilkington North America
4. PPG Industries, Inc.

B. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.

1. Sealing System: Dual seal, with manufacturer's standard [primary and secondary.
2. Spacer: Manufacturer's standard spacer material and construction.
3. Desiccant: Molecular sieve or silica gel, or blend of both.

C. Glass: Comply with applicable requirements in "Glass Products" Article as indicated by designations in "Insulating-Glass Types" Article.

2.2 INSULATING-GLASS TYPES

A. Glass Type [GL-01]: Low-e-coated, clear insulating glass.

1. Overall Unit Thickness: 1 inch (25 mm).
2. Thickness of Each Glass Lite: 6.0 mm.
3. Outdoor Lite: [Fully tempered float glass.
4. Interspace Content: Air
5. Indoor Lite: Fully tempered float glass.
6. Low-E Coating: Sputtered on second surface.
7. Visible Light Transmittance: 29 percent minimum.
8. Winter Nighttime U-Factor: .35 maximum.
9. Summer Daytime U-Factor: .35 maximum.
10. Solar Heat Gain Coefficient: .34 maximum.
11. Provide safety glazing labeling.

2.3 GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:

1. Neoprene complying with ASTM C 864.
2. EPDM complying with ASTM C 864.
3. Silicone complying with ASTM C 1115.
4. Thermoplastic polyolefin rubber complying with ASTM C 1115.

B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned neoprene, EPDM silicone or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.

1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

C. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock-strips, complying with ASTM C 542, black.

2.4 GLAZING SEALANTS

A. General:

1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Sealants used inside the weatherproofing system, shall have a VOC content of not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.

1. Products: Subject to compliance with requirements, provide one of the following [:
   a. Dow Corning Corporation; 790.
   b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
   c. May National Associates, Inc.; Bondaflex Sil 290.
   d. Pecora Corporation; 890.
   e. Sika Corporation, Construction Products Division; SikaSil-C990.
   f. Tremco Incorporated; Sp

SECTION 08 71 00 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes commercial door hardware for the following:

1. Swinging doors.

B. Door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Cylinders specified for doors in other sections.

C. Related Sections:

1. Division 08 Section "Operations and Maintenance".
2. Division 08 Section "Door Schedule".
3. Division 08 Section "Door Hardware Schedule".
4. Division 08 Section "Hollow Metal Doors and Frames".
5. Division 08 Section "Flush Wood Doors".
6. Division 08 Section "Aluminum-Framed Entrances and Storefronts".

D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ANSI/SDI A250.13 - Testing and Rating of Severe Windstorm Resistant Components for Swing Door Assemblies.
3. ICC/IBC - International Building Code.
4. NFPA 70 - National Electrical Code.
5. NFPA 80 - Fire Doors and Windows.
6. NFPA 101 - Life Safety Code.
7. NFPA 105 - Installation of Smoke Door Assemblies.
8. State Building Codes, Local Amendments.

E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:

1. ANSI/BHMA Certified Product Standards - A156 Series.
2. UL10C - Positive Pressure Fire Tests of Door Assemblies.

1.3 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
3. Content: Include the following information:
   a. Type, style, function, size, label, hand, and finish of each door hardware item.
   b. Manufacturer of each item.
   c. Fastenings and other pertinent information.
   d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
   e. Explanation of abbreviations, symbols, and codes contained in schedule.
   f. Mounting locations for door hardware.
   g. Door and frame sizes and materials.
   h. Warranty information for each product.
4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.

D. Informational Submittals:

1. Hurricane Resistant Openings (State of Florida): Within the State of Florida, provide copy of current State of Florida Product Approval or Metro-Dade County Notice of Acceptance (NOA) as proof of compliance that doors, frames and hardware for exterior opening assemblies have been tested and approved for use at the wind load and design pressure level requirements specified for the Project.
   a. Hurricane Resistant Components (State of Florida): Within the State of Florida, provide copy of independent, third party certified listing to ANSI A250.13.
2. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.

1.4 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).

C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.

F. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:

1. Function of building, purpose of each area and degree of security required.
2. Plans for existing and future key system expansion.
3. Requirements for key control storage and software.
4. Installation of permanent keys, cylinder cores and software.
5. Address and requirements for delivery of keys.

G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.

1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
3. Review sequence of operation narratives for each unique access controlled opening.
4. Review and finalize construction schedule and verify availability of materials.
5. Review the required inspecting, testing, commissioning, and demonstration procedures

H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

B. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, cracking, or breakage.
2. Faulty operation of the hardware.
3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
4. Electrical component defects and failures within the systems operation.

C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

D. Special Warranty Periods:

1. Ten years for mortise locks and latches.
2. Five years for exit hardware.
3. Twenty five years for manual overhead door closer bodies.

1.8 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.

B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity:
   a. Two Hinges: For doors with heights up to 60 inches.
   b. Three Hinges: For doors with heights 61 to 90 inches.
   c. Four Hinges: For doors with heights 91 to 120 inches.
   d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
   a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
   b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
   a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
   b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
4. Hinge Options: Comply with the following:
   a. Non-removable Pins: With the exception of electric through wire hinges, provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
5. Manufacturers:
   a. Hager Companies (HA).
   b. McKinney Products: ASSA ABLOY Architectural Door Accessories (MK).
   c. Stanley Hardware (ST).

B. Pivots: ANSI/BHMA A156.4, Grade 1, certified. Space intermediate pivots equally not less than 25 inches on center apart or not more than 35 inches on center for doors over 121 inches high. Pivots to be UL listed for windstorm where applicable.

1. Manufacturers:
   a. Rixson Door Controls (RF).

2.3 DOOR OPERATING TRIM

A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified.

1. Flush bolts to be furnished with top rod of sufficient length to allow bolt retraction device location approximately six feet from the floor.
2. Furnish dust proof strikes for bottom bolts.
3. Surface bolts to be minimum 8" in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable.
4. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.
5. Manufacturers:
   a. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).
   b. Trimco (TC).

B. Door Push Plates and Pulls: ANSI/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.

1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
5. Manufacturers:
   a. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).
   b. Trimco (TC).

2.4 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.

B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.

C. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:

1. Threaded mortise cylinders with rings and cams to suit hardware application.
2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
4. Tubular deadlocks and other auxiliary locks.
5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
6. Keyway: Manufacturer's Standard.

D. Removable Cores: Provide removable cores as specified, core insert, removable by use of a special key, and for use with only the core manufacturer's cylinder and door hardware.

E. Keying System: Each type of lock and cylinders to be factory keyed.

1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
3. New System: Key locks to a new key system as directed by the Owner.

F. Key Quantity: Provide the following minimum number of keys:

1. Change Keys per Cylinder: Three (3).
2. Master Keys (per Master Key Level/Group): Five (5).
3. Construction Keys (where required): Ten (10).
4. Construction Control Keys (where required): Two (2).
5. Permanent Control Keys (where required): Two (2).

G. Construction Keying: Provide temporary keyed construction cores.

H. Key Registration List (Bitting List):

1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
2. Provide transcript list in writing or electronic file as directed by the Owner.

2.5 KEY CONTROL

A. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.

1. Manufacturers:
   a. Lund Equipment (LU).
   b. MMF Industries (MM).
   c. Telkee (TK).

2.6 MECHANICAL LOCKS AND LATCHING DEVICES

A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.

1. Where specified, provide status indicators with highly reflective color and wording for "locked/unlocked" or "vacant/occupied" with custom wording options if required. Indicator to be located above the cylinder with the inside thumb-turn not blocking the visibility of the indicator status. Indicator window size to be a minimum of 2.1" x 0.6" with a curved design allowing a 180 degree viewing angle with protective covering to prevent tampering.
2. Manufacturers:
   a. Corbin Russwin Hardware (RU) - ML2000 Series.
   b. Sargent Manufacturing (SA) - 8200 Series.

2.7 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
4. Dustproof Strikes: BHMA A156.16.

2.8 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
   a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
   b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
6. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
9. Rail Sizing: Provide exit device rails factory sized for proper door width application.
10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
11. Hurricane and Tornado Resistance Compliance: Conventional exit devices are to be U.L. listed for windstorm assemblies where applicable. Provide the appropriate hurricane or tornado resistant products that have been independent third party tested, certified, and labeled to meet state and local windstorm building codes applicable to project.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, pullman type, with deadlock feature.

1. Manufacturers:
   a. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.
   b. Sargent Manufacturing (SA) - 80 Series.

2.9 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

B. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.

1. Manufacturers:
   a. Corbin Russwin Hardware (RU) - DC8000 Series.
   b. Sargent Manufacturing (SA) - 281 Series.

2.10 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
   a. Stainless Steel: 300 grade, 050-inch thick.
5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
6. Manufacturers:
   a. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).
   b. Trimco (TC).

2.11 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Manufacturers:
   a. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).
   b. Trimco (TC).

C. Overhead Door Stops and Holders: ANSI/BHMA A156.8, Grade 1 Certified Products Directory (CPD) listed overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.

1. Manufacturers:
   a. Rixson Door Controls (RF).
   b. Sargent Manufacturing (SA).

2.12 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.

1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.

1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.

D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

F. Manufacturers:

1. National Guard Products (NG).
2. Pemko Products; ASSA ABLOY Architectural Door Accessories (PE).
3. Reese Enterprises, Inc. (RE).

2.13 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.14 FINISHES

A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware

C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.5 CLEANING AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

B. Clean adjacent surfaces soiled by door hardware installation.

C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.6 DEMONSTRATION

A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.7 DOOR HARDWARE SETS

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

1. Quantities listed are for each pair of doors, or for each single door.
2. The supplier is responsible for handing and sizing all products.
3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.

B. Manufacturer's Abbreviations:

1. MK - McKinney
2. RF - Rixson
3. RO - Rockwood
4. SA - SARGENT
5. AD - Adams Rite
6. PE - Pemko

Hardware Sets

Set: 1.0

Doors: A101 (Card Reader)
Description: EXT - LOBBY PR - ALUM

2 Continuous Hinge	KCFMXX-PT-HD1	PE
2 Power Transfer Device	ELCEPT	AL SU
1 Concealed Vert Rod Exit, Nightlatch	55- 56- AD8610 106	US32D SA
1 Concealed Vert Rod Exit, Exit Only	55- 56- AD8610 EO	US32D SA
1 Remote Release Button (Admin)	TS-19	US32D AK
1 Power Supply	AQL4 24V AMPS as Required	SU
4 Harnesses	QC Series x Length as Required	MK
2 Door Pull [Offset	RM3310-24	US32D RO
2 Concealed Closer	91NDCP	626 RF
2 Door Stop	480	US26D RO
1 Gasketing	by door / frame mfg	
1 Threshold	2005AT	PE

Notes: Hardware listed for design criteria, confirm with specific door manufacturer the hardware requirements to meet specified windstorm rating - Provide 3rd party test results for confirmation.

Valid Card read retracts exit device for entry. Doors can be put on timer for Open Hours as desired by Owner. Remote push button in Administration allows entrance to the building.

Set: 1.2

Doors: A102 (Card Reader both sides – Double Cylinder Lockset with Bolts for inactive leaf)
Description: EXT - LOBBY PR - ALUM

2 Continuous Hinge	KCFMXX-SER12 HD1	PE
1 Elec Mortise Lockset (Dbl Cyl)	DG1 8273 COMD	US32D SA
2 Flushbolts x DPS	556WS x 570	US26D RO
2 Card Reader	By Others	OT
1 Remote Release Button (Admin)	TS-19	US32D AK
1 Power Supply	AQL4 24V AMPS as Required	SU
2 Harnesses	QC Series x Length as Required	MK
2 Concealed Closer	91NDCP	626 RF
2 Door Stop	480	US26D RO
1 Gasketing	by door / frame mfg	
1 Threshold	2005AT	PE

Notes: Hardware listed for design criteria, confirm with specific door manufacturer the hardware requirements to meet specified windstorm rating - Provide 3rd party test results for confirmation.

Valid Card read either side release lockset for entry or exit. Remote push button in Administration allows exit or entrance to the building. NOT AN EGRESS DOOR.

Set: 2.0

Doors: A106 (Card Reader), A114A (Card Reader)
Description: EXT - CORR - ALUM

1 Continuous Hinge	KCFMXX-PT-HD1	PE
1 Power Transfer Device	ELCEPT	AL SU
1 Rim Exit Device, Storeroom	DG1 55- 56- AD8504 Less Pull	US32D SA
1 Door Pull [Offset	RM3310-24	US32D RO
1 Power Supply	AQL4 24V AMPS as Required	SU
2 Harnesses	QC Series x Length as Required	MK
1 Concealed Closer	91NDCP	626 RF
1 Door Stop	480	US26D RO
1 Gasketing	by door / frame mfg	
1 Threshold	2005AT	PE

Notes: Hardware listed for design criteria, confirm with specific door manufacturer the hardware requirements to meet specified windstorm rating - Provide 3rd party test results for confirmation.

Valid Card read retracts exit device for entry. Doors can be put on timer for Open Hours as desired by Owner

Set: 3.0

Doors: A109A (Card Reader both sides)
Description: Single Alum x Break Room

1 Continuous Hinge	KCFMXX-SER12 HD1	PE
1 Elec Mortise Lockset (Dbl Cyl) DG1 8273 COMD		US32D SA
1 Card Reader	By Others	OT
1 Power Supply	AQL4 24V AMPS as Required	SU
2 Harnesses	QC Series x Length as Required	MK
1 Concealed Closer	91NDCP	626 RF
2 Door Stop	480	US26D RO
1 Gasketing	by door / frame mfg	
1 Threshold	2005AT	PE

Notes: Hardware listed for design criteria, confirm with specific door manufacturer the hardware requirements to meet specified windstorm rating - Provide 3rd party test results for confirmation.

Valid Card read either side release lockset for entry or exit. Remote push button in Administration allows exit or entrance to the building. NOT AN EGRESS DOOR.

Set: 4.0

Doors: A115
Description: EXT ELEC

3 Hinge (heavy weight)	T4A3386 NRP 4-1/2" x 4-1/2"	US32D MK
1 Rim Exit Device, Storeroom	DG1 HC 8804 ETMD	US32D SA
1 Surface Closer	281 CPS	EN SA
1 Gasketing	S88BL	PE
1 Rain Guard	346C x LAR	PE
1 Sweep	3452AV	PE
1 Threshold	1715AK	PE

Notes: Hardware listed for design criteria, confirm with specific door manufacturer the hardware requirements to meet specified windstorm rating - Provide 3rd party test results for confirmation.

Set: 5.0

Doors: A118
Description: EXT MAINT PR

6 Hinge (heavy weight)	T4A3386 NRP 4-1/2" x 4-1/2"	US32D MK
2 Surface Bolt	988	Bright Zinc SA
1 Storeroom Deadbolt Lock	DG1 8251 COMD	US32D SA
2 Surface Closer	281 CPS	EN SA
2 Kick Plate	K1050 10" X 2" LDW 4BE CSK	US32D RO
1 Astragal	357SP X S88BL	PE
1 Gasketing	S88BL	PE
1 Rain Guard	346C x LAR	PE
2 Sweep	3452AV	PE
1 Threshold	1715AK	PE

Notes: Hardware listed for design criteria, confirm with specific door manufacturer the hardware requirements to meet specified windstorm rating - Provide 3rd party test results for confirmation.

Set: 6.0

Doors: A108
Description: EXT TOILET

3 Hinge (heavy weight)	T4A3386 NRP 4-1/2" x 4-1/2"	US32D MK
1 Dormitory/Exit Lock	DG1 50 8225 COMD	US32D SA
1 Surface Closer	281 Reg / PA	EN SA
1 Kick Plate	K1050 10" X 2" LDW 4BE CSK	US32D RO
1 Door Stop	409 / 446 as required	US26D RO
1 Gasketing	S88BL	PE
1 Rain Guard	346C x LAR	PE
1 Sweep	3452AV	PE
1 Threshold	1715AK	PE

Notes: Hardware listed for design criteria, confirm with specific door manufacturer the hardware requirements to meet specified windstorm rating - Provide 3rd party test results for confirmation.

Set: 7.0

Doors: A114 (Card Reader), A116 (Card Reader), A109 (Card Reader) , A105 (Card Reader)
Description: CORR / IT CLOSET / BREAK ROOM / TRAINING

2 Hinge	TA2714 4-1/2" x 4-1/2"	US26D MK
1 Electric Hinge	TA2714 4-1/2" x 4-1/2" QC12	US26D MK
1 Electrified Lockset	DG1 8271 COMD	US32D SA
1 Surface Closer	281 Reg / PA	EN SA
1 Kick Plate	K1050 10" X 2" LDW 4BE CSK	US32D RO
1 Door Stop	409 / 446 as required	US26D RO
1 Card Reader	By Others	OT
1 Power Supply	AQL4 24V AMPS as Required	SU
2 Harnesses	QC Series x Length as Required	MK
3 Silencer	608	RO

Set: 8.0

Doors: A103, A104
Description: RESTROOM

3 Hinge	TA2714 4-1/2" x 4-1/2"	US26D MK
1 Pull Plate	BF 110 x 70C	US32D RO
1 Push Plate	70C	US32D RO
1 Deadlock	DG1 4877	US26D SA
1 Closer	281 Reg/Pa	ED SA
1 Mop Plate	K1050 4" X 1" LDW 4BE CSK	US32D RO
1 Kick Plate	K1050 10" X 2" LDW 4BE CSK	US32D RO
1 Door Stop	409 / 446 as required	US26D RO
1 Gasketing	S88BL	PE

2.3 STEEL FRAMING FOR WALLS AND PARTITIONS

A. Provide steel framing members complying with the following requirements:

1. Component Sizes and Spacings: Comply with ASTM C 754 under the following maximum deflection and lateral loading conditions:

a. Maximum Deflection: L/240 at 5 pound-foot per square foot.

2. Protective Coating: G-40 hot-dip galvanized coating per ASTM C 645.

B. Steel Studs and Runners: ASTM C 645

C. Steel Rigid Furring (Hat) Channels: ASTM C 645, hat-shaped, 7/8-inch deep, 20 gage.

D. Z-Shaped Furring: With slotted or non-slotted web, face flange of 1 1/4 inches, wall attachment flange of 7/8 inch, and depth required to fit insulation thickness indicated.

E. Fasteners for Metal Framing: Provide fasteners of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum board manufacturers for applications indicated.

F. Unless indicated otherwise, metal stud framing shall be formed from the following gage metal. If two conditions apply in the following listing, use the heavier gage:

1. Framed openings (heads and jambs of door and window openings) - 16 gage.

a. 16 gage studs include both (2) studs at each jamb, full height, and headers.

2. Remaining metal studs - 20 gage or as necessary to achieve the l/240 requirement.

END OF SECTION 09 22 16

SECTION 09 29 00 - GYPSUM BOARD

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

C. Low-Emitting Materials: For ceiling and wall assemblies, provide materials and construction identical to those tested in assembly and complying with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

A. Manufacturers: Subject to compliance with requirements, [provide products by one of the following:

1. American Gypsum.
2. CertainTeed Corp.
3. Georgia-Pacific Gypsum LLC.
4. Lafarge North America Inc.
5. National Gypsum Company.
6. PABCO Gypsum.
7. Temple-Inland.
8. USG Corporation.

B. Gypsum Board, Type X: ASTM C 1396/C 1396M.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

C. Gypsum Ceiling Board: ASTM C 1396/C 1396M.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

D. Moisture- and Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.

1. Core: 5/8 inch (15.9 mm), Type X.
2. Long Edges: Tapered.
3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 TILE BACKING PANELS

A. Glass-Mat, Water-Resistant Backing Board: ASTM C 1178/C 1178M, with manufacturer's standard edges.

1. Products: Subject to compliance with requirements, provide one of the following:

a. CertainTeed Corp.; GlasRoc Tile Backer.
b. Georgia-Pacific Gypsum LLC; DensShield Tile Backer.

2. Core: 5/8 inch (15.9 mm), Type X.
3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.5 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
2. Shapes:

a. Cornerbead.
b. Bullnose bead.
c. LC-Bead: J-shaped; exposed long flange receives joint compound.
d. L-Bead: L-shaped; exposed long flange receives joint compound.
e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
f. Expansion (control) joint.
g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.6 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Exterior Gypsum Soffit Board: Paper.
3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
4. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.

a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For final coat, use drying-type, all-purpose compound.
5. Skim Coat: For final coat of Level 5 finish, drying-type, all-purpose compound.

D. Joint Compound for Tile Backing Panels:

1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
2. Cementitious Backer Units: As recommended by backer unit manufacturer.
3. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.7 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

1. Laminating adhesive shall have a VOC content of 50] g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
2. Recycled Content of Blankets: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

E. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Accumetric LLC; BOSS 824 Acoustical Sound Sealant.
b. Grabber Construction Products; Acoustical Sealant GSC.
c. Pecora Corporation; AC-20 FTR.
d. Specified Technologies, Inc.; Smoke N Sound Acoustical Sealant.
e. USG Corporation; SHEETROCK Acoustical Sealant.

2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

END OF SECTION 09 29 00

SECTION 09 30 00 - TILING

PART 2 - PRODUCTS

2.1 PRODUCTS, GENERAL

A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.

1. Provide tile complying with Standard grade requirements unless otherwise indicated.

B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCA installation methods specified in tile installation schedules, and other requirements specified.

C. Low-Emitting Materials: Tile flooring systems shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

D. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.

2.2 TILE PRODUCTS

A. Tile Type [PT-01]:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Crossville, Inc., Modern Dimensions 12" X 36" plank, Reformation, New Day or comparable product by one of the following:

a. Crossville, Inc.
b. Daltile; Division of Dal-Tile International Inc.
c. American Olean
d. Interceramic.
e. Lone Star Ceramics Company.
f. Seneca Tiles, Inc.

2. Grout Color: As selected by Architect from manufacturer's full range.
3. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:

B. Tile Type [PT-02]:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Crossville, Inc., Modern Dimensions 12" X 36" plank, Reformation, Rally Cry or comparable product by one of the following:

a. Crossville, Inc.
b. Daltile; Division of Dal-Tile International Inc.
c. American Olean
d. Interceramic.
e. Lone Star Ceramics Company.
f. Seneca Tiles, Inc.

2. Grout Color: As selected by Architect from manufacturer's full range.
3. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:

C. Tile Type [PT-03]:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Crossville, Inc., Modern Dimensions 2" X 2" mosaic, Reformation, Rally Cry or comparable product by one of the following:

a. Crossville, Inc.
b. Daltile; Division of Dal-Tile International Inc.
c. Deutsche Steinzeug America, Inc.
d. Interceramic.
e. Lone Star Ceramics Company.
f. Seneca Tiles, Inc.

2. Grout Color: As selected by Architect from manufacturer's full range.
3. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:

D. Tile Type [PT-04]:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Crossville, Inc., Modern Dimensions 6" X 36", Reformation, New Day or comparable product by one of the following:

a. Crossville, Inc.
b. Daltile; Division of Dal-Tile International Inc.
c. Deutsche Steinzeug America, Inc.
d. Interceramic.
e. Lone Star Ceramics Company.
f. Seneca Tiles, Inc.

2. Grout Color: As selected by Architect from manufacturer's full range.
3. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes.

2.3 SETTING MATERIALS

A. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4.

1. Basis-of-Design Product: Subject to compliance with requirements, provide MAPEI Corporation or comparable product by one of the following:

a. Bolardi Products; a QEP company.
b. Bonsal American; an Oldcastle company.
c. Bostik, Inc.
d. C-Cure.
e. Custom Building Products.
f. Jamo Inc.
g. Laticrete International, Inc.
h. Mer-Kote Products, Inc.
i. Southern Grouts & Mortars, Inc.
j. Summitville Tiles, Inc.
k. TEC; a subsidiary of H. B. Fuller Company.

2. Provide prepackaged, dry-mortar mix combined with liquid-latex additive at Project site.
3. For wall applications, provide mortar that complies with requirements for nonsagging mortar in addition to the other requirements in ANSI A118.4.

2.4 GROUT MATERIALS

A. Standard Cement Grout: ANSI A118.6 color as selected by Architect.

1. Basis-of-Design Product: Subject to compliance with requirements, provide MAPEI Corporation or comparable product by one of the following:

a. Bolardi Products; a QEP company.
b. Bonsal American; an Oldcastle company.
c. Bostik, Inc.
d. C-Cure.
e. Custom Building Products.
f. Jamo Inc.
g. Laticrete International, Inc.
h. Southern Grouts & Mortars, Inc.
i. Summitville Tiles, Inc.
j. TEC; a subsidiary of H. B. Fuller Company.

2.5 MISCELLANEOUS MATERIALS

A. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

2.6 MIXING MORTARS AND GROUT

A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.

B. Add materials, water, and additives in accurate proportions.

C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

END OF SECTION 09 30 00

SECTION 09 30 60 - FLOORING ADHESIVES

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Acceptable Manufacturer: MAPEI Americas, which is located at: 1144 E. Newport Center Dr. ; Deerfield Beach, FL 33442; Toll Free Tel: 800-42-MAPEI; Tel: 954-246-8888; Fax: 954-246-8801; Email: request info (MGranatowski@mapei.com); Web: www.mapei.com/US-EN

B. Requests for substitutions will be considered if listed manufacturer can not be solicited.

2.2 ADHESIVES

A. Solvent-Free Cove Base Adhesives:

1. Product: Ultrabond ECO 575; solvent-free high performance acrylic cove base adhesive, meeting CRI low VOC emission criteria as manufactured by MAPEI.

END OF SECTION 09 30 60

SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
2. Smoke-Developed Index: 50 or less.

2.2 ACOUSTICAL PANELS, GENERAL

A. Low-Emitting Materials: Acoustical panel ceilings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. Source Limitations:

1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
2. Suspension System: Obtain each type from single source from single manufacturer.

C. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.

D. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

E. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.

F. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.

1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface according to ASTM E 795.

G. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.

1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL PANELS: AC-01

A. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong World Industries, Inc.; Optima Lay-in Tegular or comparable product by one of the following:

1. CertainTeed Corp.
2. Chicago Metallic Corporation.
3. Tectum Inc.
4. USG Interiors, Inc.; Subsidiary of USG Corporation.
5. Armstrong World Industries, Inc

B. Color: 3254 / White.

C. Thickness: 5/8 inch (15 mm).

D. Modular Size: 24 by 24 inches (610 by 610 mm).

E. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

END OF SECTION 09 51 13

SECTION 09 65 13 - RESILIENT BASE AND ACCESSORIES

PART 2 - PRODUCTS

2.1 RESILIENT BASE

A. Resilient Base:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Armstrong World Industries, Inc.
b. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
c. Endura Rubber Flooring; Division of Burke Industries, Inc.
d. Flexco, Inc.
e. Tarkett / Johnsonite.
f. Mondo Rubber International, Inc.
g. Musson, R. C. Rubber Co.
h. Nora Rubber Flooring; Freudenberg Building Systems, Inc.
i. Roppe Corporation, USA.

B. Resilient Base Standard: ASTM F 1861.

1. Material Requirement: Type TS (rubber, vulcanized thermoset) or Type TP (rubber, thermoplastic).
2. Manufacturing Method: Group I (solid, homogeneous).
3. Style: Cove (base with toe).

C. Minimum Thickness: 0.125 inch (3.2 mm).

D. Height: 4 inches (152 mm) as indicated on Drawings.

E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

F. Outside Corners: Job formed or preformed.

G. Inside Corners: Job formed or preformed.

H. Finish: As selected by Architect from manufacturer's full range.

I. Colors and Patterns: As selected by Architect from full range of industry colors.

2.2 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), except that adhesive for rubber stair treads shall have a VOC content of 60 g/L or less.

END OF SECTION 09 65 13

SECTION 09 91 13 - EXTERIOR PAINTING

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. Color Wheel Paints & Coatings.
4. ICI Paints.
5. M.A.B. Paints.
6. PPG Architectural Finishes, Inc.
7. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

D. Colors: As selected by Architect from manufacturer's full range. Contractor to submit color wheel.

2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior: MPI #4.

2.4 PRIMERS/SEALERS

A. Primer, Alkali Resistant, Water Based: MPI #3.

B. Primer, Bonding, Water Based: MPI #17.

C. Primer, Bonding, Solvent Based: MPI #69.

2.5 METAL PRIMERS

A. Primer, Alkyd, Anti-Corrosive for Metal: MPI #79.

B. Primer, Alkyd, Quick Dry, for Metal: MPI #76.

C. Primer, Galvanized, Water Based: MPI #134.

D. Primer, Galvanized: As recommended in writing by topcoat manufacturer.

2.6 WATER-BASED PAINTS

A. Latex, Exterior Flat (Gloss Level 1): MPI #10.

B. Latex, Exterior Semi-Gloss (Gloss Level 5): MPI #11.

C. Latex, Exterior, Gloss (Gloss Level 6: MPI #119.

D. Light Industrial Coating, Exterior, Water Based (Gloss Level 3): MPI #161.

E. Light Industrial Coating, Exterior, Water Based, Semi-Gloss (Gloss Level 5): MPI #163.

F. Light Industrial Coating, Exterior, Water Based, Gloss (Gloss Level 6): MPI #164.

2.7 TEXTURED AND HIGH-BUILD COATINGS

A. Primer for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer.

B. Intermediate Coat for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer.

C. Textured Coating, Latex, Flat: MPI #42.

D. Primer for Latex, Exterior, High Build: As recommended in writing by topcoat manufacturer.

E. Intermediate Coat for Latex, Exterior, High Build: As recommended in writing by topcoat manufacturer.

F. Latex, Exterior, High Build: MPI #40.

2.8 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

END OF SECTION 09 91 13

SECTION 09 91 23 - INTERIOR PAINTING

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. Color Wheel Paints & Coatings.
4. ICI Paints.
5. M.A.B. Paints.
6. PPG Architectural Finishes, Inc.
7. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

D. Colors: As selected by Architect from manufacturer's full range. Contractor to submit color wheel.

2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior: MPI #4.

2.4 PRIMERS/SEALERS

A. Primer, Alkali Resistant, Water Based: MPI #3.

B. Primer, Bonding, Water Based: MPI #17.

C. Primer, Bonding, Solvent Based: MPI #69.

2.5 METAL PRIMERS

A. Primer, Alkyd, Anti-Corrosive for Metal: MPI #79.

B. Primer, Alkyd, Quick Dry, for Metal: MPI #76.

C. Primer, Galvanized, Water Based: MPI #134.

D. Primer, Galvanized: As recommended in writing by topcoat manufacturer.

2.6 WATER-BASED PAINTS

A. Latex, Exterior Flat (Gloss Level 1): MPI #10.

B. Latex, Exterior Semi-Gloss (Gloss Level 5): MPI #11.

C. Latex, Exterior, Gloss (Gloss Level 6: MPI #119.

D. Light Industrial Coating, Exterior, Water Based (Gloss Level 3): MPI #161.

E. Light Industrial Coating, Exterior, Water Based, Semi-Gloss (Gloss Level 5): MPI #163.

F. Light Industrial Coating, Exterior, Water Based, Gloss (Gloss Level 6): MPI #164.

2.7 TEXTURED AND HIGH-BUILD COATINGS

A. Primer for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer.

B. Intermediate Coat for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer.

C. Textured Coating, Latex, Flat: MPI #42.

D. Primer for Latex, Exterior, High Build: As recommended in writing by topcoat manufacturer.

E. Intermediate Coat for Latex, Exterior, High Build: As recommended in writing by topcoat manufacturer.

F. Latex, Exterior, High Build: MPI #40.

2.8 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

END OF SECTION 09 91 23

SECTION 10 14 23 - PANEL SIGNAGE

PART 2 - PRODUCTS

2.1 PANEL SIGNS, GENERAL

A. Accessibility Standard: Comply with applicable provisions in [ICC A117.1 for signs.

2.2 SIGNS

A. Manufacturers: Basis of Design APCO Elevate Series. Refer to Sheet A901 for details. Subject to compliance with requirements, provide products by one of the following:

1. Ace Sign Systems, Inc.
2. APCO Graphics, Inc.
3. ASI Sign Systems, Inc.
4. Mohawk Sign Systems.

B. Panel Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:

1. Solid-Sheet Sign Acrylic sheet with finish specified in "Surface Finish and Applied Graphics" Subparagraph below and as follows:

a. Thickness: Manufacturer's standard for size of sign 0.125 inch (3.18 mm).
b. Inset, Cutout Characters: Sign face routed to receive push-through acrylic graphics slightly projecting from the sign panel.

2. Sign-Panel Perimeter: Finish edges smooth.

a. Edge Condition Square cut.
b. Corner Condition in Elevation: Square.

3. Mounting: Surface mounted to wall.
4. Surface Finish and Applied Graphics:

a. Integral Acrylic Sheet Color: As selected by Architect from full range of industry colors.

5. Text and Typeface: Accessible raised characters and Braille typeface as selected by Architect from manufacturer's full range Finish raised characters to contrast with background color, and finish Braille to match background color.

2.3 ACCESSORIES

A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:

1. Use concealed fasteners and anchors unless indicated to be exposed.

B. Adhesives: As recommended by sign manufacturer and with a VOC content of 70 g/L or less for adhesives used inside the weatherproofing system and applied on-site when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Two-Face Tape: Manufacturer's standard high-bond, foam-core tape, 0.045 inch (1.14 mm) thick, with adhesive on both sides.

2.4 FABRICATION

A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.

1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.
2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
4. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
5. Internally brace signs for stability and for securing fasteners.
6. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.

2.5 GENERAL FINISH REQUIREMENTS

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.

D. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

END OF SECTION 10 14 23

SECTION 10 28 00 - TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 2 - PRODUCTS

2.1 MATERIALS

A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch (0.8-mm) minimum nominal thickness unless otherwise indicated.

B. Brass: ASTM B 19, flat products; ASTM B 16/B 16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.

C. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch (0.9-mm) minimum nominal thickness.

D. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 (Z180) hot-dip zinc coating.

E. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.

F. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.

G. Chrome Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).

H. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

I. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

A. Refer to Sheet A401 for "Toilet Accessory Schedule".

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
3. Bobrick Washroom Equipment, Inc. (Basis of Design)
4. Bradley Corporation.

C. Grab Bar:

1. Basis-of-Design Product: Bobrick B-6806.
2. Mounting: Flanges with concealed fasteners.
3. Material: Stainless steel, 0.05 inch (1.3 mm) thick.

a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.

4. Outside Diameter: 1-1/2 inches (38 mm).
5. Configuration and Length: As indicated on Drawings.

D. Sanitary-Napkin Disposal Unit:

1. Basis-of-Design Product: Bobrick B-254.
2. Mounting: Surface mounted.
3. Door or Cover: Self-closing, disposal-opening cover and hinged face panel with tumbler lockset.
4. Receptacle: Removable.
5. Material and Finish: Stainless steel, No. 4 finish (satin) .

2.3 PRIVATE-USE SHOWER ROOM ACCESSORIES

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
3. Bobrick Washroom Equipment, Inc. (Basis of Design)
4. Bradley Corporation.

B. Folding Shower Seat:

1. Basis-of-Design Product: Bobrick B-517/518.
2. Configuration: L-shaped seat, designed for wheelchair access.
3. Seat: Phenolic or polymeric composite of slat-type or one-piece construction in color as selected by Architect.
4. Mounting Mechanism: Stainless steel, No. 4 finish (satin).

2.4 UNDERLAVATORY GUARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Plumberex Specialty Products, Inc.
2. Truebro by IPS Corporation.

B. Underlavatory Guard:

1. Description: Insulating pipe covering for supply and drain piping assemblies that prevent direct contact with and burns from piping, allow service access without removing coverings.
2. Material and Finish: Antimicrobial, molded plastic, white.

2.5 CUSTODIAL ACCESSORIES

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
3. Bobrick Washroom Equipment, Inc. (Basis of Design)
4. Bradley Corporation.

B. Mop and Broom Holder :

1. Basis-of-Design Product: Bobrick B-223.
2. Description: Unit with shelf, hooks, holders, and rod suspended beneath shelf].
3. Length: 36 inches (914 mm).
4. Hooks: Three.
5. Mop/Broom Holders: Four , spring-loaded, rubber hat, cam type.
6. Material and Finish: Stainless steel, No. 4 finish (satin).

a. Shelf: Not less than nominal 0.05-inch- (1.3-mm-) thick stainless steel.
b. Rod: Approximately 1/4-inch- (6-mm-) diameter stainless steel.

2.6 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

END OF SECTION 10 28 00

SECTION 10 44 13 - FIRE EXTINGUISHER CABINETS

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Rated Fire-Protection Cabinets: Listed and labeled to comply with requirements in ASTM E 814 for fire-resistance rating of walls where they are installed.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 FIRE-PROTECTION CABINET

A. Cabinet Type: Suitable for fire extinguisher.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:

a. Fire-End & Croker Corporation.
b. GMR International Equipment Corporation.
c. Guardian Fire Equipment, Inc.
d. JL Industries, Inc.; a division of the Activar Construction Products Group.
e. Larsens Manufacturing Company.
f. Modern Metal Products, Division of Technico Inc.
g. Nystrom, Inc.
h. Potter Roemer LLC.
i. Strike First Corporation of America.

B. Cabinet Construction: As per wall assembly ratings in which cabinet is installed unless otherwise indicated.

1. Fire-Rated Cabinets: Construct fire-rated cabinets with double walls fabricated from 0.043-inch-(1.09-mm-) thick cold-rolled steel sheet lined with minimum 5/8-inch- (16-mm-) thick fire-barrier material. Provide factory-drilled mounting holes.

C. Cabinet Material: Stainless-steel sheet.

1. Shelf: Same metal and finish as cabinet.

D. Recessed Cabinet:

1. Trimless with Concealed Flange: Surface of surrounding wall finishes flush with exterior finished surface of cabinet frame and door, without overlapping trim attached to cabinet. Provide recessed flange, of same material as box, attached to box to act as drywall bead.
2. Trimless with Hidden Flange: Flange of same metal and finish as box overlaps surrounding wall finish and is concealed from view by an overlapping door.
3. Exposed Flat Trim: One-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge (backbend).

E. Semi-recessed Cabinet: One-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge (backbend).

1. Rolled-Edge Trim: 2-1/2-inch (64-mm backbend depth.

F. Surface-Mounted Cabinet: Cabinet box fully exposed and mounted directly on wall with no trim.

G. Cabinet Trim Material: Same material and finish as door.

H. Door Material: Stainless-steel sheet.

I. Door Style: Flush opaque panel, frameless, with no exposed hinges.

J. Door Glazing: Tempered float glass (clear).

K. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.

1. Provide manufacturer's standard.
2. Provide manufacturer's standard hinge permitting door to open 180 degrees.

L. Accessories:

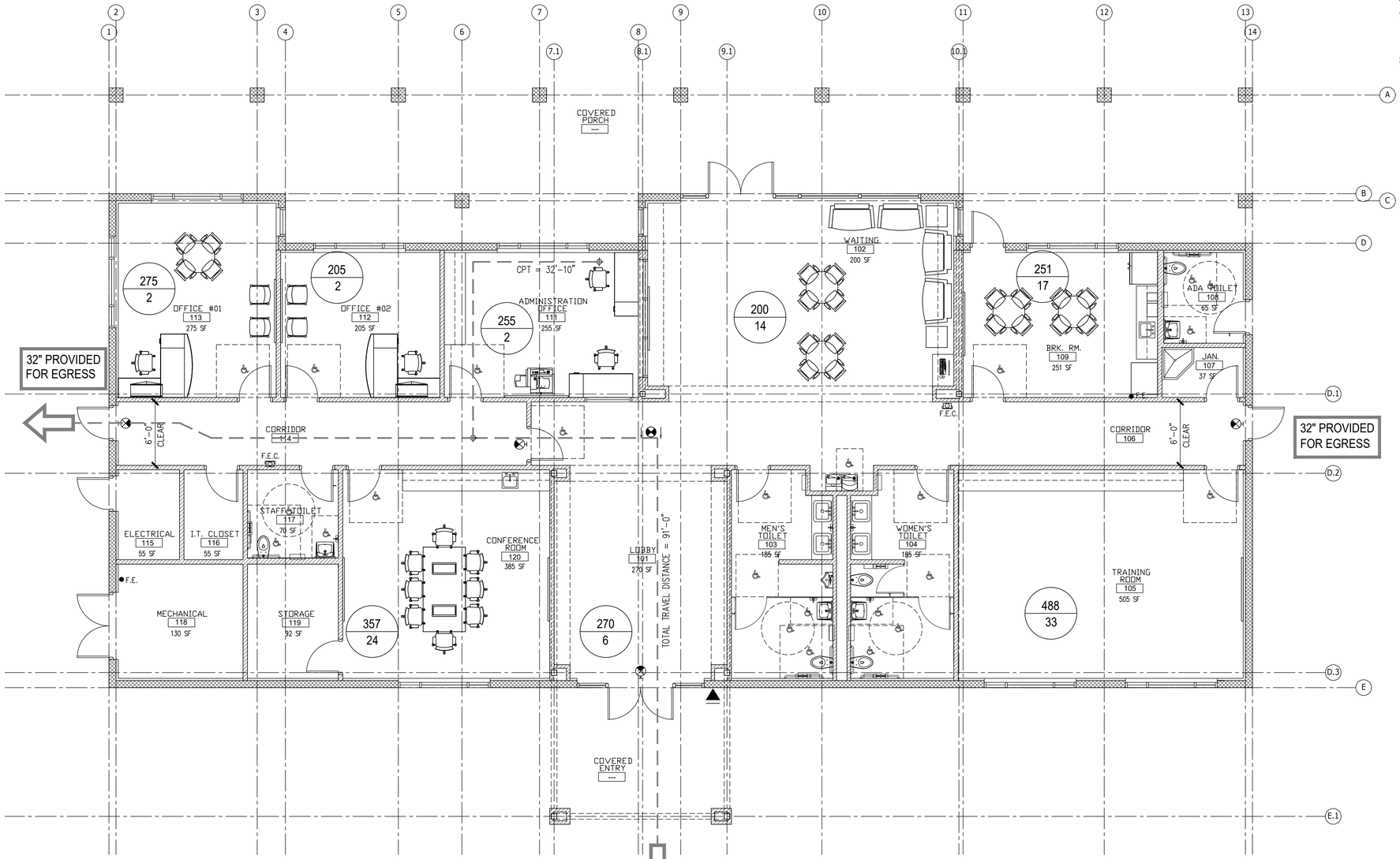
1. Mounting Bracket: Manufacturer's standard steel, designed to secure fire extinguisher to fire-protection cabinet, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.
2. Lettered Door Handle: One-piece, cast-iron door handle with the word "FIRE" embossed into face.
3. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as directed by Architect.

a. Identify fire extinguisher in fire-protection cabinet with the words "FIRE EXTINGUISHER."

1) Location: Applied to cabinet door.
2) Application Process: Decals.
3) Lettering Color: RED.
4) Orientation: Vertical.

M. Materials:

1. Stainless Steel: AS



1 / A100 LIFE SAFETY PLAN
SCALE: 3/16" = 1'-0"

GENERAL LIFE SAFETY NOTES

1. PROVIDE GRAPHIC EMERGENCY EVACUATION ROUTE DIAGRAMS FOR ALL REQUIRED OCCUPIED SPACES CLEARLY DESIGNATING THE EXIT ROUTE TO THE EXTERIOR OF THE BUILDING.
2. PROVIDE ROOM IDENTIFICATION SIGNAGE WITH RAISED BRAILLE IN THE FOLLOWING QUANTITIES: PROVIDE ONE SIGN FOR EACH DOOR LOCATION LEADING INTO EACH ROOM.
3. ALL SIGNAGE (INCLUDING MAXIMUM OCCUPANCY, FIRE EXTINGUISHER INSIDE, EXIT DIAGRAMS, ETC.) TO MEET NFPA STANDARDS.
4. SEE ELECTRICAL PLANS FOR FIRE ALARM / STROBE LOCATIONS, SMOKE / HEAT DETECTOR LOCATIONS, AND FOR EMERGENCY LIGHT LOCATIONS.
5. SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR LIFE SAFETY ITEMS NOT NECESSARILY SHOWN.
6. SEAL ALL PENETRATIONS AS REQUIRED.

LIFE SAFETY LEGEND

SYMBOL	DESCRIPTION
	EGRESS PATH AND TOTAL TRAVEL DISTANCE TO EXIT DISCHARGE
	WALL MOUNTED EXIT SIGN
	CEILING MOUNTED EXIT SIGN
F.E.	WALL MOUNTED FIRE EXTINGUISHER
F.E.C.	FIRE EXTINGUISHER CABINET (SEMI-RECESSED) ABC EXTINGUISHER. REFERENCE NFPA 10 CHAPTER 5 AND NFPA 1 13.6.6.2.1. TRAVEL DISTANCE TO AN EXTINGUISHER DOES NOT EXCEED 75 FEET AND ARE MOUNTED TO BOTTOM AT 2'-9 1/2" A.F.F.
	SECURITY LOCK BOX
	PRIMARY EGRESS
XXX / XXX	ROOM SQUARE FOOTAGE / ROOM OCCUPANT CAPACITY

OCCUPANCY LOAD FACTORS:
BUSINESS = 150 SF/PERSON
ASSEMBLY = 15 SF/PERSON

Security Lock Box:

1. Manufacturers:
   a. Fail-Safe, Rapid Access System, Maitland, Fl
   b. Knox Rapid Entry System, Irvine, California
   c. Supra, Salem, Oregon
2. Unit Description
   a. Size: Approximately 4 inches wide by 5 inches high by 4 inches deep and is six sided
   b. Wall Thickness: 1/4-inch
   c. Construction: Cold-Formed Hollow Structural Steel sections conforming to ASTM A 500, Grade A
   d. Finish: Manufacturers standard powder coat finish for exterior applications. Color: Black.
   e. Ratings:
      1) UL listed for Action Tamper Switch
      2) UL listed as a Fire Control Accessory
      3) NFPA 72 – Installation, Maintenance and Use of Protective Signaling Systems
   f. Alarm: Security lock box shall come equipped with an alarming device (tamper switch), activated by opening the Box (taking off the cover) or by removing the Box from the door. Alarm device tamper switch shall also be compatible with the Owners security system.
      1) Electrical for alarming device: 125/250 V AC, 10 A
   g. Keying: Security lock box shall be equipped with a removable cover that will allow two different keys (the Owners and the Fire Departments) access into the Box. This can be done using two different cylinders or a cylinder that allows two different keys to open the cover.
      1) Fire Department Key: It shall be the responsibility of the Manufacturer to do the Master Keying for the Fire Department's access key. The Manufacturer will coordinate with fire district to supply a cylinder that allows the Fire Department Master Key access for the Facility.
   h. Facility Key: Opening the Security Lock Box will allow access to a Facility Master Key or Keys. The Master Key shall be on a chain or a hook.
   i. Hardware: Each Security Box shall be supplied with four (4) tamper proof (security) bolts, nuts and washers that allow installation of the Box to the 1-3/4" entrance door. A bolt pattern template shall also be supplied with the Box. This template is to be used as a bolt pattern on the outside of the door and a mounting plate on the inside of the door.

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KMA 24-01002

STATE OF FLORIDA
JAMES L. MOORE
LICENSE NUMBER
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REGISTERED ARCHITECT
PRELIMINARY

James L. Moore, AIA
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NEW SMYRNA BEACH AIRPORT
Administration Building

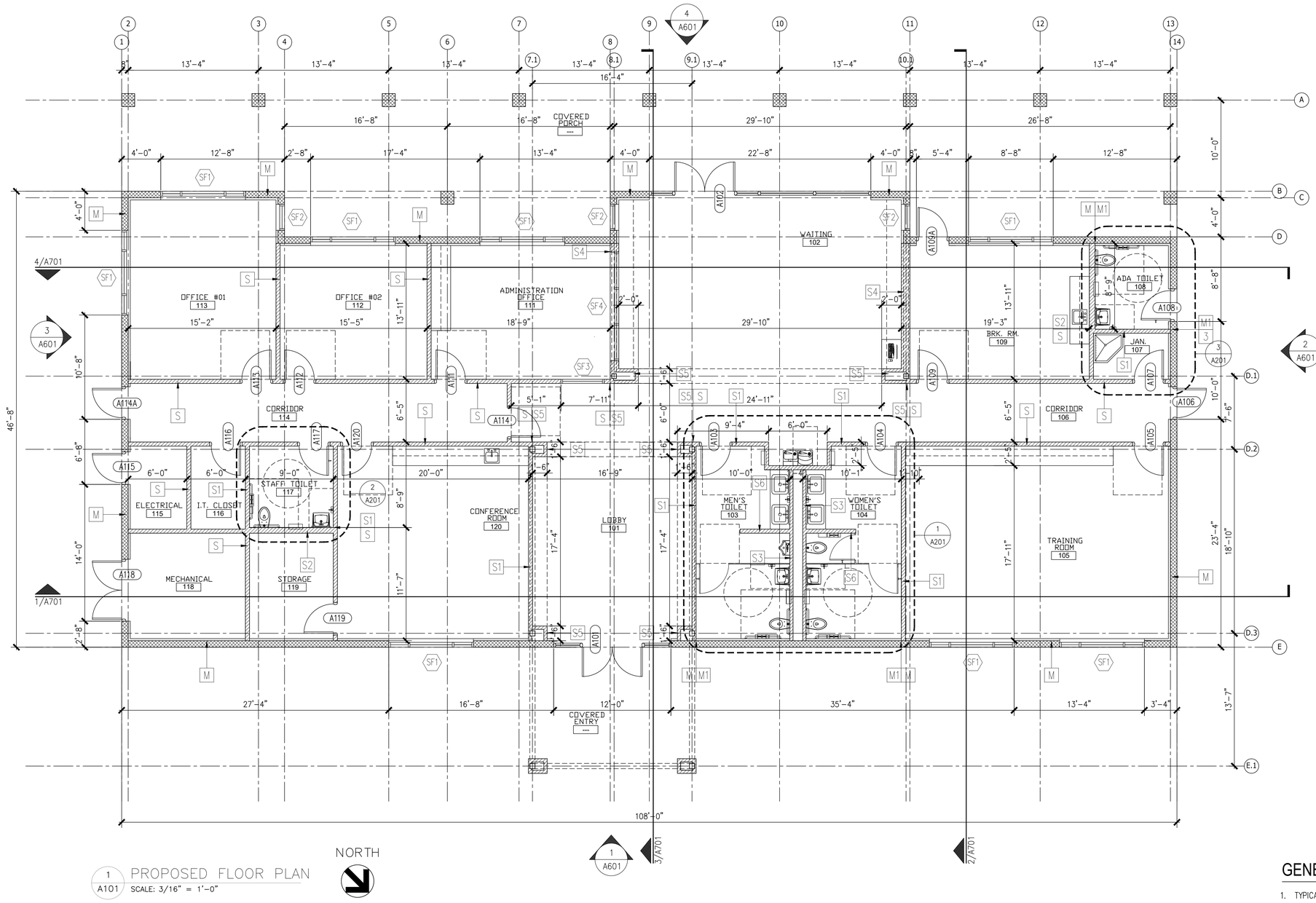
602 Skyline Drive
New Smyrna Beach, FL 32168

REVISIONS:	
Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JLM
Checked By:	JLM

LIFE SAFETY PLAN

A100

100% Construction Documents



1 A101 PROPOSED FLOOR PLAN
SCALE: 3/16" = 1'-0"

NORTH

GENERAL CONTRACTOR NOTES

1. TYPICAL DIMENSIONS ARE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTES.
2. ALL WALLS SHALL BE BUILDING STANDARD INTERIOR DRYWALL PARTITIONS, UNLESS OTHERWISE NOTED.
3. PROVIDE FIRE EXTINGUISHERS, SMOKE DETECTORS, AND ALL OTHER LIFE SAFETY DEVICES AS REQUIRED BY CODE.

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KMA 24-01002

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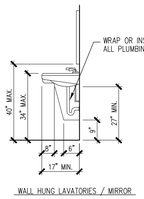
PROPOSED FLOOR PLAN

A101

100% Construction Documents



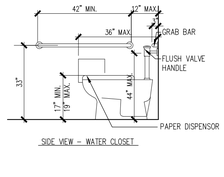
WALL HUNG LAVATORIES / MIRROR



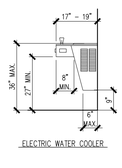
SANITARY NAPKIN DISPOSAL



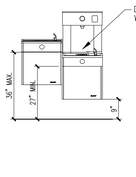
TOILET PAPER DISPENSER

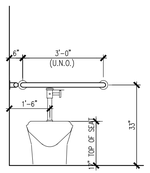


SIDE VIEW – WATER CLOSET



ELECTRIC WATER COOLER

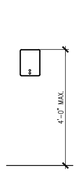




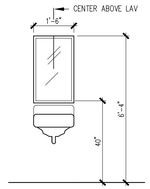
BACK GRAB BAR



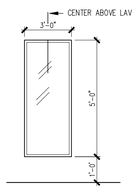
SIDE GRAB BAR



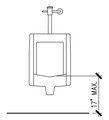
SOAP DISPENSER



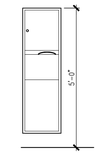
MIRROR (TILT AT ADA LOCATION) USE SAFETY GLASS



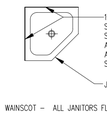
TEMPERED GLASS VERTICAL MIRROR W/ CHROME FRAME



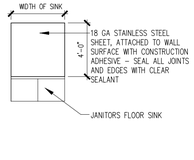
H.C. URINAL



PAPER TOWEL DISPENSER AND WASTE RECEPTACLE



WAINSCOT – ALL JANITORS FLOOR SINKS



MOP SINK

ACCESSORY NOTES:

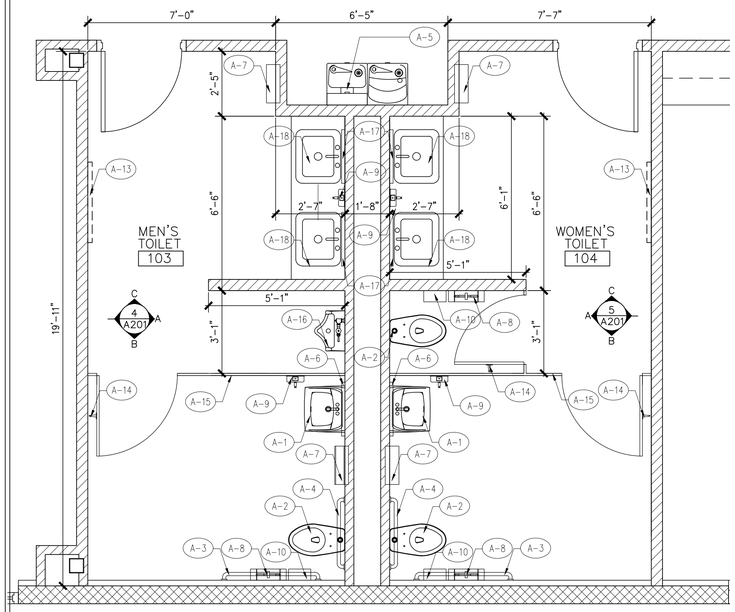
1. ALL ACCESSORIES ARE TO BE MOUNTED IN ACCORDANCE WITH FBC 2020 – ACCESSIBILITY.
2. ALL ACCESSIBLE ACCESSORIES SHALL COMPLY WITH FBC 2020 – ACCESSIBILITY.
3. PROVIDE GLS MAT MOISTURE AND MOLD RESISTANT GYPSUM BOARD, OR APPROVED EQUAL, IN ALL TOILET ROOMS.
4. INSTALL ALL SUPPORT BLOCKING IN WALLS WHERE NECESSARY FOR TOILET ACCESSORIES, INCLUDING GRAB BARS. REFER TO MANUF. RECOMMENDATION FOR INSTALLATION.
5. PROVIDE INSULATION AROUND ALL EXPOSED HOT WATER LINES.
6. INSTALL ALL INTERIOR SIGNAGE IN ACCORDANCE WITH FBC 2020 – ACCESSIBILITY.
7. JANITOR FLOOR MOP SINK TO RECEIVE 48" HIGH 18 GA. S.S. WAINSCOT – SEE DESCRIPTION IN MOUNTING HEIGHT CHART.
8. ALL SINGLE USER TOILET ROOMS MUST BE SET UP TO BE H.C. ACCESSIBLE. ALL SUCH ROOMS SHOULD HAVE H.C. TOILET, H.C. LAV. AND GRAB BARS.

TOILET ACCESSORY SCHEDULE

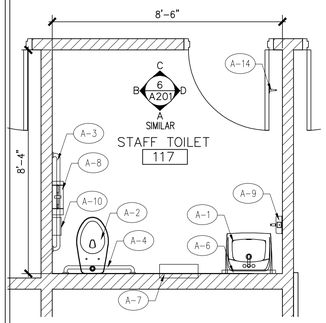
TAG	FIXTURE OR ACCESSORY	MANUFACTURER	MOUNTING HEIGHT
A-1	H.C. SINK	SEE PLUMBING	SEE CHART FOR HANDICAP
A-2	H.C. TOILET	SEE PLUMBING	SEE CHART FOR HANDICAP
A-3	1-1/2" DIA. STAINLESS STEEL 42" HORIZONTAL GRAB BAR	BOBRICK (B-6806x42)	33" TO CENTER
A-4	1-1/2" DIA. STAINLESS STEEL 36" HORIZONTAL GRAB BAR	BOBRICK (B-6806x36)	33" TO CENTER
A-5	DRINKING FOUNTAIN	SEE PLUMBING	SEE CHART FOR HANDICAP
A-6	TILT MIRROR WITH STAINLESS STEEL FRAME	BOBRICK (B-293)	69-1/2" A.F.F. TO TOP OF UNIT
A-7	SEMI-RECESSED PAPER TOWEL DISPENSER AND WASTE RECEPTACLE	BOBRICK (B-38032)	59-3/4" A.F.F. TO TOP OF UNIT
A-8	SURFACE MOUNTED MULTI ROLL TOILET TISSUE DISPENSER	BOBRICK (B-274)	19" A.F.F. TO CENTER OF UNIT
A-9	SURFACE MOUNTED SOAP DISPENSER	BOBRICK (B-2111)	SEE CHART FOR HANDICAP
A-10	SURFACE MOUNTED SANITARY NAPKIN DISPOSAL	BOBRICK (B-254)	30" A.F.F. TO TOP OF UNIT
A-11	MOPSINK	SEE PLUMBING	
A-12	STAINLESS STEEL MOP / BROOM HOLDER	BOBRICK (B-223x36)	72" A.F.F. TO TOP OF UNIT
A-13	WELDED FRAME GLASS MIRROR (VERTICAL)	BOBRICK (B-290 3660)	SEE MOUNTING HEIGHTS
A-14	HEAVY DUTY CLOTHES HOOK WITH CONCEALED MOUNTING	BOBRICK (B-2116)	38" A.F.F. TO TOP OF HOOK
A-15	TOILET PARTITION (FLOOR MTD. OVERHEAD BRACED)	SCRANTON (BLACK GRIP EX)	---
A-16	H.C. URINAL	SEE PLUMBING	H.C. -17" MAX. TO RIM
A-17	18" X 36" TEMPERED GLASS MIRROR WITH FRAME	BOBRICK (B-2908)	40" TO REFLECTIVE SURFACE
A-18	VANITY SINK	SEE PLUMBING	---

TYPICAL HANDICAP MOUNTING HEIGHTS
FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION

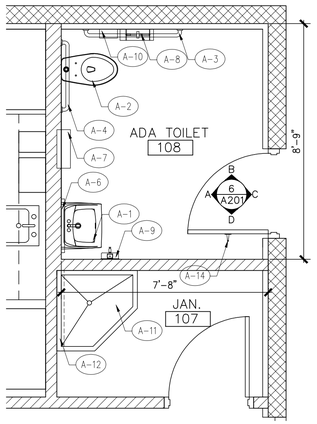
NTS



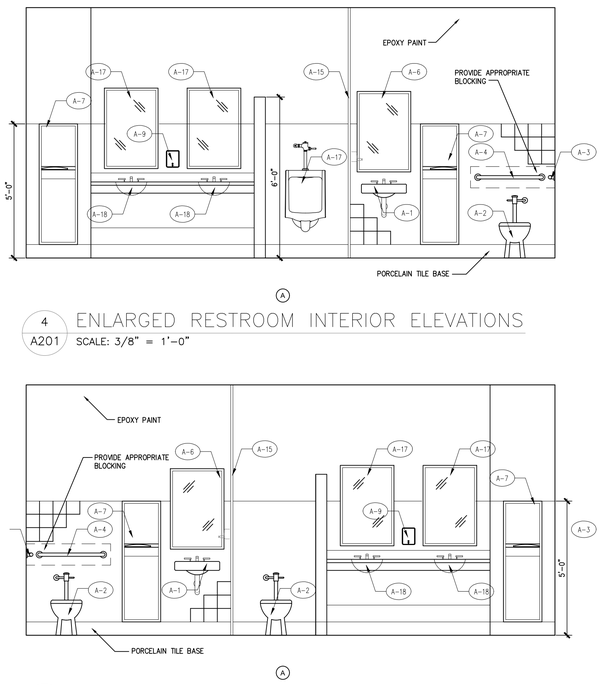
1 A201 ENLARGED RESTROOM PLAN
SCALE: 3/8" = 1'-0"



2 A201 ENLARGED RESTROOM PLAN
SCALE: 3/8" = 1'-0"

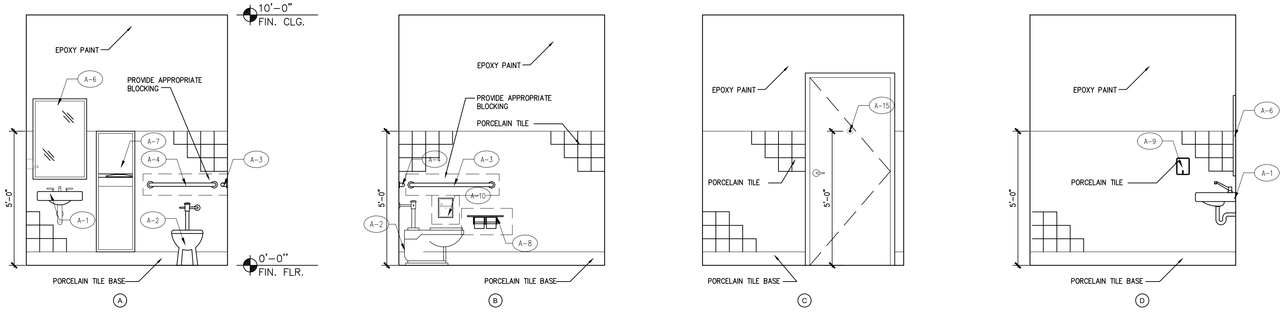


3 A201 ENLARGED RESTROOM PLAN
SCALE: 3/8" = 1'-0"



4 A201 ENLARGED RESTROOM INTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"

5 A201 ENLARGED RESTROOM INTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"



6 A201 ENLARGED RESTROOM INTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"

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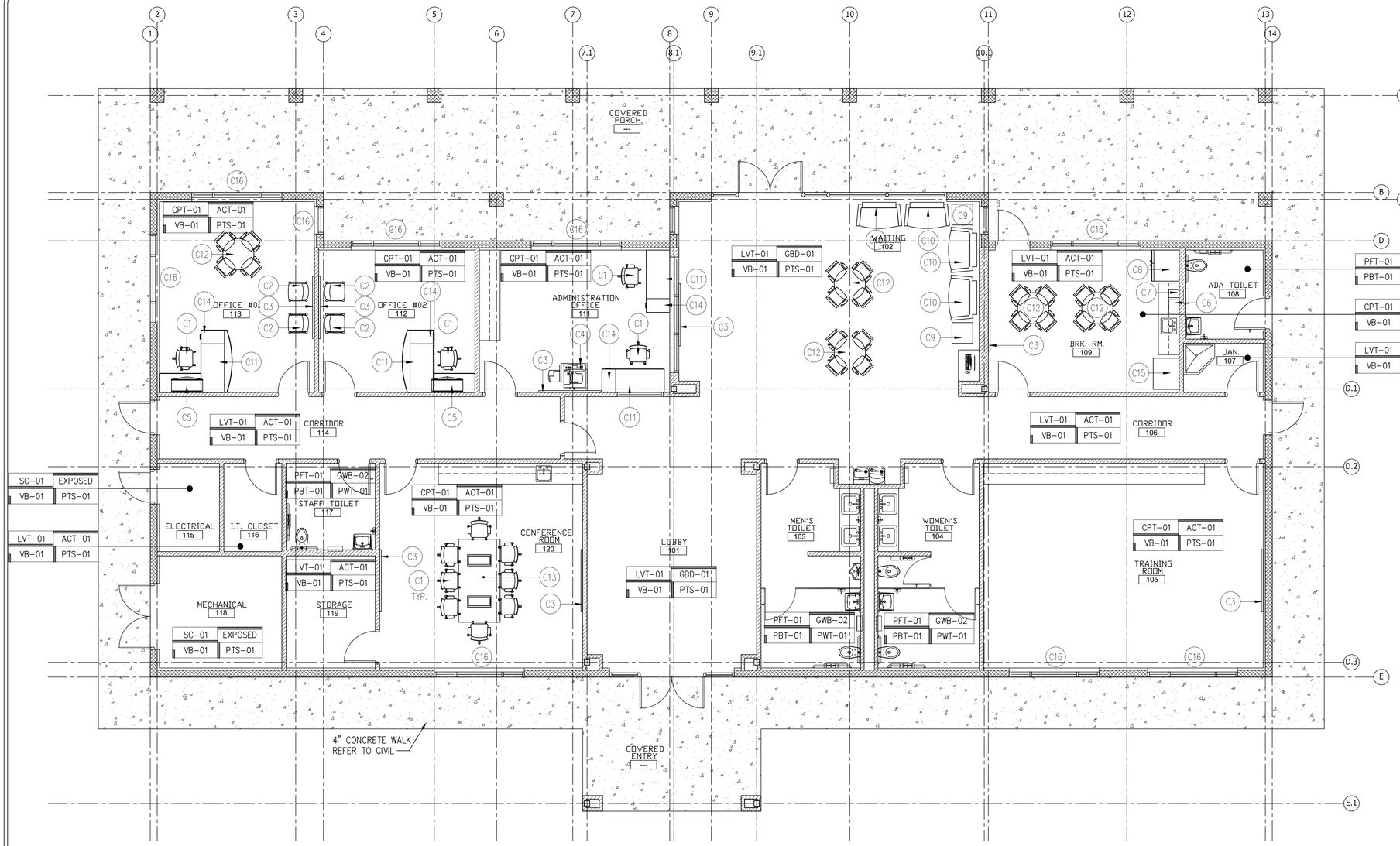
REVISIONS:

Project No.: 24-01002
Date: NOV. 2024
Drawn By: JLM
Checked By: JLM

TOILET ACCESSORIES, SCHEDULE AND INT. ELEVS.

A201

100% Construction Documents



1 A301 FINISH FLOOR PLAN
SCALE: 3/16" = 1'-0"

NORTH

FINISH PLAN SCHEDULE

(ITEMS BELOW ARE TO BE INSTALLED BY THE CONTRACTOR)

KEY NOTE	DESCRIPTION
FLOORS	
CPT-01	CARPET TILE BASIS OF DESIGN: MOHAWK (NUTOPIA MATRIX) STYLE/COLOR: URBAN TRANSIT GT414 (945 CAPTIVATE) SIZE: 12"X36" (HERRINGBONE)
PF-01	PORCELAIN FLOOR TILE BASIS OF DESIGN: DALTILE (PORTFOLIO) COLOR: NOCE PF11 SIZE: 6"X24"
LVT-01	LUXURY VINYL TILE BASIS OF DESIGN: MOHAWK (LARGE & LOCAL COLLECTION) STYLE/COLOR: REFORESTATION C0188 (838 CUMBERLAND) SIZE: 9.25"X59"
SC-01	SEALED CONCRETE - CLEAR BASIS OF DESIGN: (ARDEX K 520)
BASE	
VB-01	VINYL BASE BASIS OF DESIGN: 4" H. TARKETT COLOR/PATTERN: 20 CHARCOAL WG
PBT-01	PORCELAIN BASE TILE BASIS OF DESIGN: DALTILE (PORTFOLIO) COLOR: NOVE GREY PF04 SIZE: 6"X24"

KEY NOTE	DESCRIPTION
CEILING	
ACT-01	2'X2'X1-3/4" ACOUSTICAL CEILING TILE (SQUARE, TEGULAR) BASIS OF DESIGN: CALLA HIGH NRC COLOR/PATTERN: WHITE
GBD-01	GYPSUM BOARD - FLAT PAINT (WHITE)
GWB-02	GYPSUM BOARD - EPOXY PAINT (WHITE)
EXPOSED	PAINT: ONE (1) COAT PRIMER AS RECOMMENDED BY MANUF. TWO (2) COATS OF LATEX, FLAT FINISH COLOR: SHERWIN WILLIAMS (SW 7073 NETWORK GRAY)
WALLS	
PTS-01	PAINT: ONE (1) COAT PRIMER AS RECOMMENDED BY MANUF. TWO (2) COATS OF LATEX, SATIN FINISH COLOR: SHERWIN WILLIAMS (SW 7004 SNOWBOUND)
PTS-02 @ DOOR FRAME	PAINT: ONE (1) COAT PRIMER AS RECOMMENDED BY MANUF. TWO (2) COATS OF LATEX ENAMEL, SEMI-GLOSS FINISH COLOR: SHERWIN WILLIAMS (SW 7004 SNOWBOUND)
PTS-03 (ACCENT WALL)	PAINT: ONE (1) COAT PRIMER AS RECOMMENDED BY MANUF. TWO (2) COATS OF LATEX, SATIN FINISH COLOR: SHERWIN WILLIAMS (SW 9138 STARDEW) * LOCATIONS PROVIDED BY OWNER
PWT-01	PORCELAIN WALL TILE BASIS OF DESIGN: DALTILE (PORTFOLIO) COLOR: NOVE GREY PF04 SIZE: 6"X24"

KEY NOTE	DESCRIPTION
COUNTERTOP	
SS-01	SOLID SURFACE COUNTERTOP BASIS OF DESIGN: CAMBRIA QUARTZ COLOR/PATTERN: WEYBOURNE
CABINETS	
PL-01	PLASTIC LAMINATE BASIS OF DESIGN: WILSONART COLOR/PATTERN: BLACK 1595-60 MATTE

FURN. AND EQUIP. LEGEND

EQUIPMENT SCHEDULE - (C1)

(ITEMS BELOW ARE TO BE SELECTED AND PROVIDED BY THE OWNER, AND CONTRACTOR INSTALLED)

TAG #	ITEM
C1	TASK WORK CHAIR
C2	STACKABLE CHAIR
C3	55" FLAT SCREEN TV
C4	COPY MACHINE
C5	WALL MOUNTED OFFICE SHELVING/CABINET
C6	MICROWAVE
C7	COFFEE MACHINE
C8	FULL-SIZE REFRIGERATOR (WITH WATER LINE)
C9	2' X 2' END TABLE
C10	4'W. COMMERCIAL COUCH
C11	OFFICE DESK
C12	3'-0"W. ROUND TABLE WITH (4) CHAIRS
C13	CONFERENCE ROOM TABLE
C14	ROLLING FILING CABINET
C15	VENDING MACHINE
C16	MANUAL WINDOW SHADES *OWNER TO CONFIRM ROOM DIMENSIONS PRIOR TO FURNITURE PROCUREMENT

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KMA 24-01002

STATE OF FLORIDA JAMES L. MOORE REGISTERED ARCHITECT AR95890 PRELIMINARY

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FINISH FLOOR PLAN

A301

100% Construction Documents

DOOR SCHEDULE

	DOOR			FRAME		DETAILS		HDW.	REMARKS
DOOR NUMBER	SIZE (WxHxT)	TYPE	MATERIAL	TYPE	MATERIAL	HEAD	JAMB	SET #	
A101	PR. 3'-0"X7'-10"X1-3/4"	A	ALUM.	1	ALUM.	3/A321	5/A321	1.0	PANIC HARDWARE / CARD READER
A102	PR. 3'-0"X7'-10"X1-3/4"	A	ALUM.	5	ALUM.	3/A321	5/A321	1.2	PANIC HARDWARE / CARD READER (2)
A103	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	8.0	
A104	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	8.0	
A105	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	7.0	CARD READER
A106	3'-0"X7'-10"X1-3/4"	C	ALUM.	3	ALUM.	3/A321	5/A321	2.0	PANIC HARDWARE / CARD READER
A107	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	10.0	
A108	3'-0"X7'-10"X1-3/4"	B	H.M.	2	H.M.	1/A321	2/A321	6.0	
A109	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	7.0	CARD READER
A109A	3'-0"X7'-10"X1-3/4"	C	ALUM.	3	ALUM.	3/A321	5/A321	3.0	CARD READER (2)
A111	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	12.0	
A112	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	12.0	
A113	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	12.0	
A114	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	7.0	CARD READER
A114A	3'-0"X7'-10"X1-3/4"	C	ALUM.	3	ALUM.	3/A321	5/A321	2.0	CARD READER
A115	3'-0"X7'-10"X1-3/4"	B	H.M.	2	H.M.	1/A321	2/A321	4.0	
A116	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	7.0	CARD READER
A117	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	13.0	
A118	PR. 3'-0"X7'-10"X1-3/4"	D	H.M.	4	H.M.	1/A321	2/A321	5.0	
A119	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	14.0	
A120	3'-0"X7'-10"X1-3/4"	B	WD.	2	H.M.	7/A902	8/A902	15.0	

GENERAL DOOR NOTES:

A. ALL DOORS AND HARDWARE SHALL COMPLY WITH N.F.P.A. 101-5-2.1.5. ALL DOORS AND HARDWARE SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE, A.D.A. FEDERAL REGULATION CODES, UTILIZING A LEVER LATCH OR LOCKSET AND OC STANDARDS.
B. FOR DOOR HARDWARE SPECIFICATIONS SEE SHEET A012.
C. FOR HOLLOW METAL DOORS AND FRAMES SPECIFICATIONS SEE SHEET A011.
D. ALL HOLLOW METAL DOORS & FRAMES TO RECEIVE ENAMEL PAINT FINISH. COLOR TO BE SELECTED BY OWNER.
E. ALL DOORS UNDERCUT 3/4" FROM STRUCTURAL SLAB UNLESS OTHERWISE NOTED.
F. REFER TO MANUFACTURER'S PRODUCT APPROVAL DRAWINGS AND SPECIFICATIONS FOR REQUIRED ANCHORING AND CONNECTIONS.

DOOR ACCESSIBILITY NOTES:

HANDLES, PULLS, LATCHES, LOCKS & OTHER OPERATING DEVICES MUST HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. LEVER OPERATED MECHANISM & U-SHAPED HANDLES ARE ACCEPTABLE DESIGNS. HARDWARE REQUIRED FOR PASSAGE MUST BE MOUNTED NO HIGHER THAN 48" A.F.F.

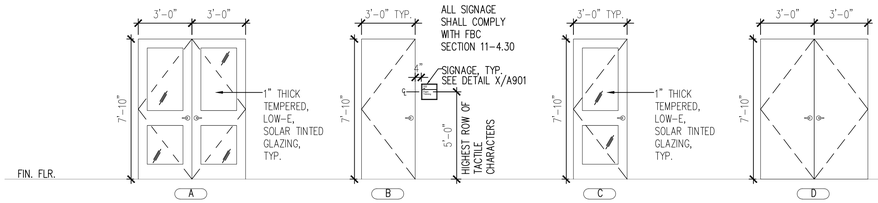
DOOR CLOSURES:
IF A DOOR HAS A CLOSER THEN THE SWEEP PERIOD OF THE CLOSER MUST BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 70 DEGREES, THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3" FROM THE LATCH. MEASURE FROM THE LEADING EDGE OF THE DOOR.

DOOR OPENING:
FORCE THE MAXIMUM FORCE FOR PUSHING OR PULLING OPEN A DOOR MUST BE AS FOLLOWS:
EXTERIOR HINGED DOORS: (ADAAG PROVIDES NO REQUIREMENTS AT THIS TIME)

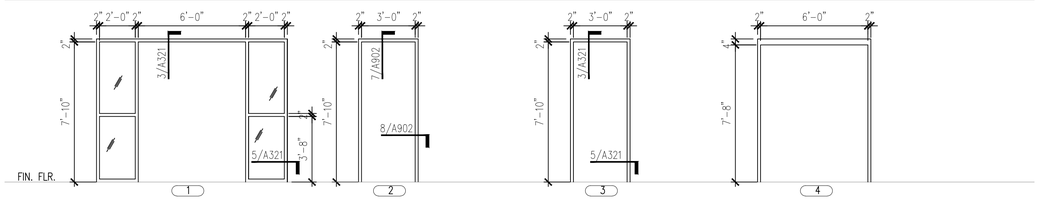
INTERIOR HINGED DOORS:
5 LB.S SWING DOORS

DOOR TYPES

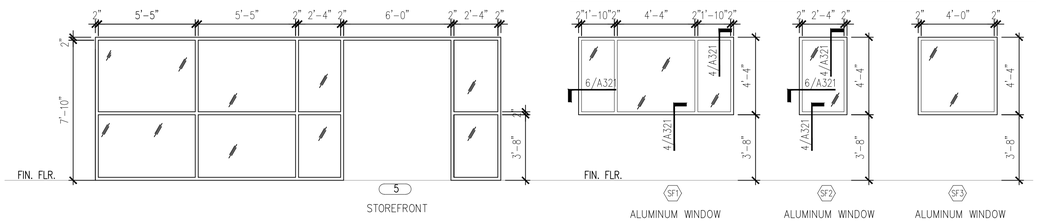
1. PROVIDE CLEAR TEMPERED GLAZING UNLESS NOTED OTHERWISE ON DOOR SCHEDULE



DOOR FRAME TYPES

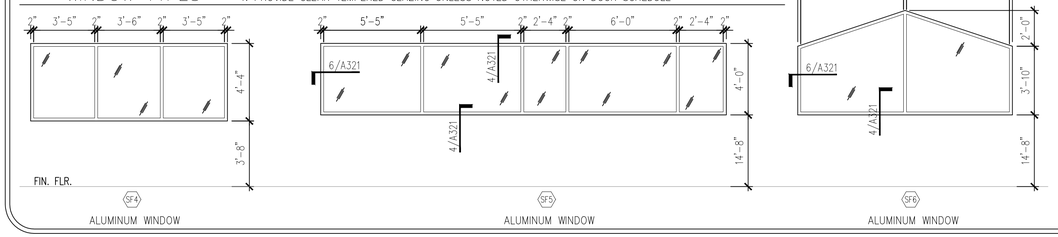


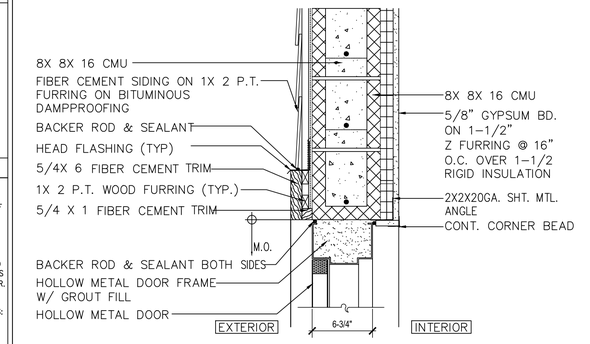
WINDOW TYPES



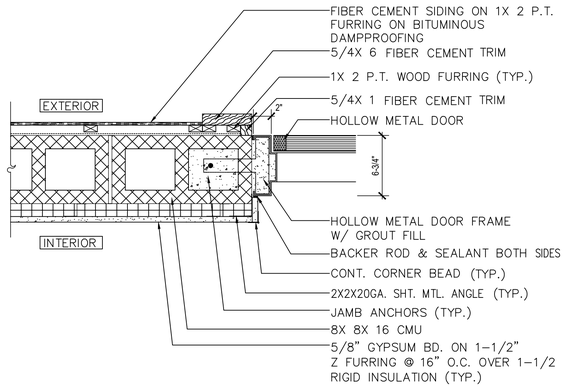
WINDOW TYPES

1. PROVIDE CLEAR TEMPERED GLAZING UNLESS NOTED OTHERWISE ON DOOR SCHEDULE

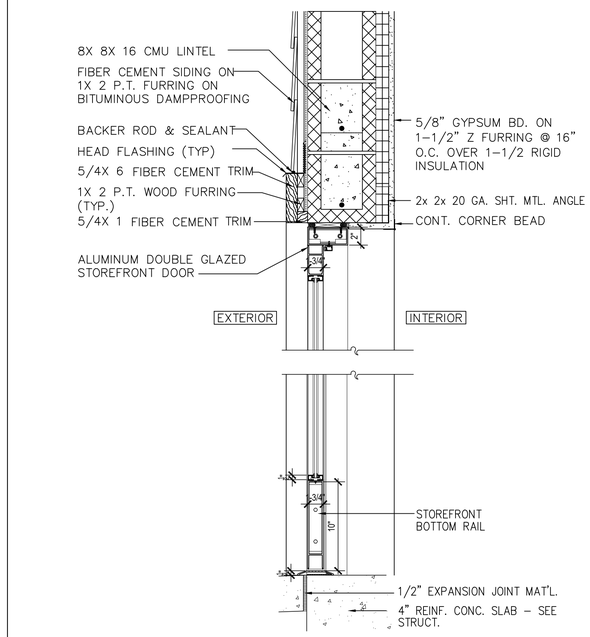




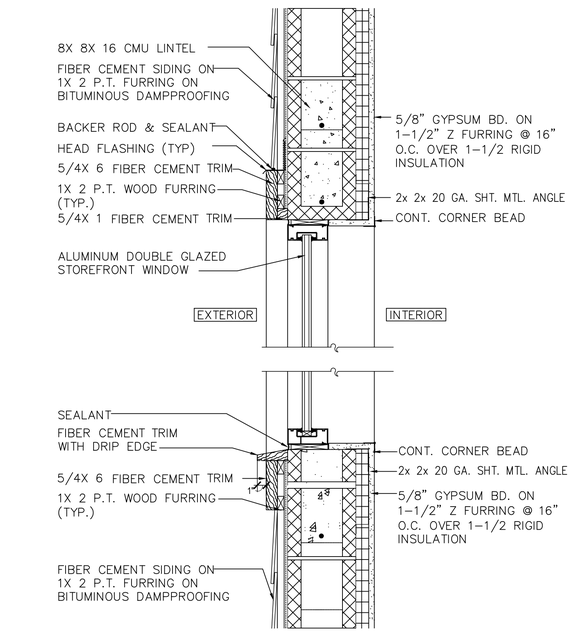
1 A321 EXT. H.M. DOOR HEAD DETAIL
SCALE: 1-1/2" = 1'-0"



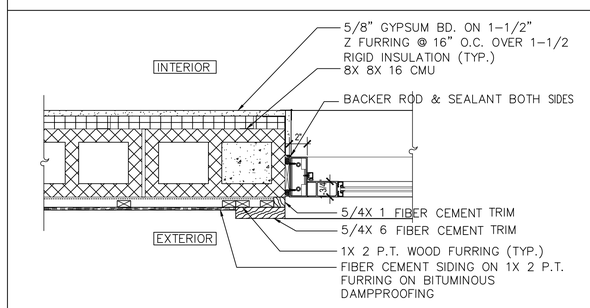
2 A321 EXT. H.M. DOOR JAMB DETAIL
SCALE: 1-1/2" = 1'-0"



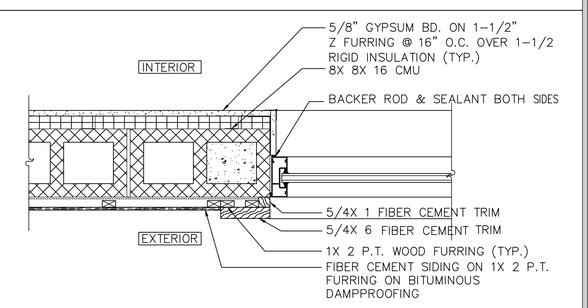
3 A321 EXT. STOREFRONT DOOR HEAD/SILL DETAIL
SCALE: 1-1/2" = 1'-0"



4 A321 EXT. STOREFRONT WINDOW HEAD/SILL DETAIL
SCALE: 1-1/2" = 1'-0"



5 A321 EXT. STOREFRONT DOOR JAMB DETAIL
SCALE: 1-1/2" = 1'-0"



6 A321 EXT. STOREFRONT WINDOW JAMB DETAIL
SCALE: 1-1/2" = 1'-0"

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KMA 24-01002

STATE OF FLORIDA
JAMES L. MOORE
LICENSE NO. AR95890
REGISTERED ARCHITECT
PRELIMINARY
NOT FOR CONSTRUCTION

James L. Moore, AIA
AR 95890

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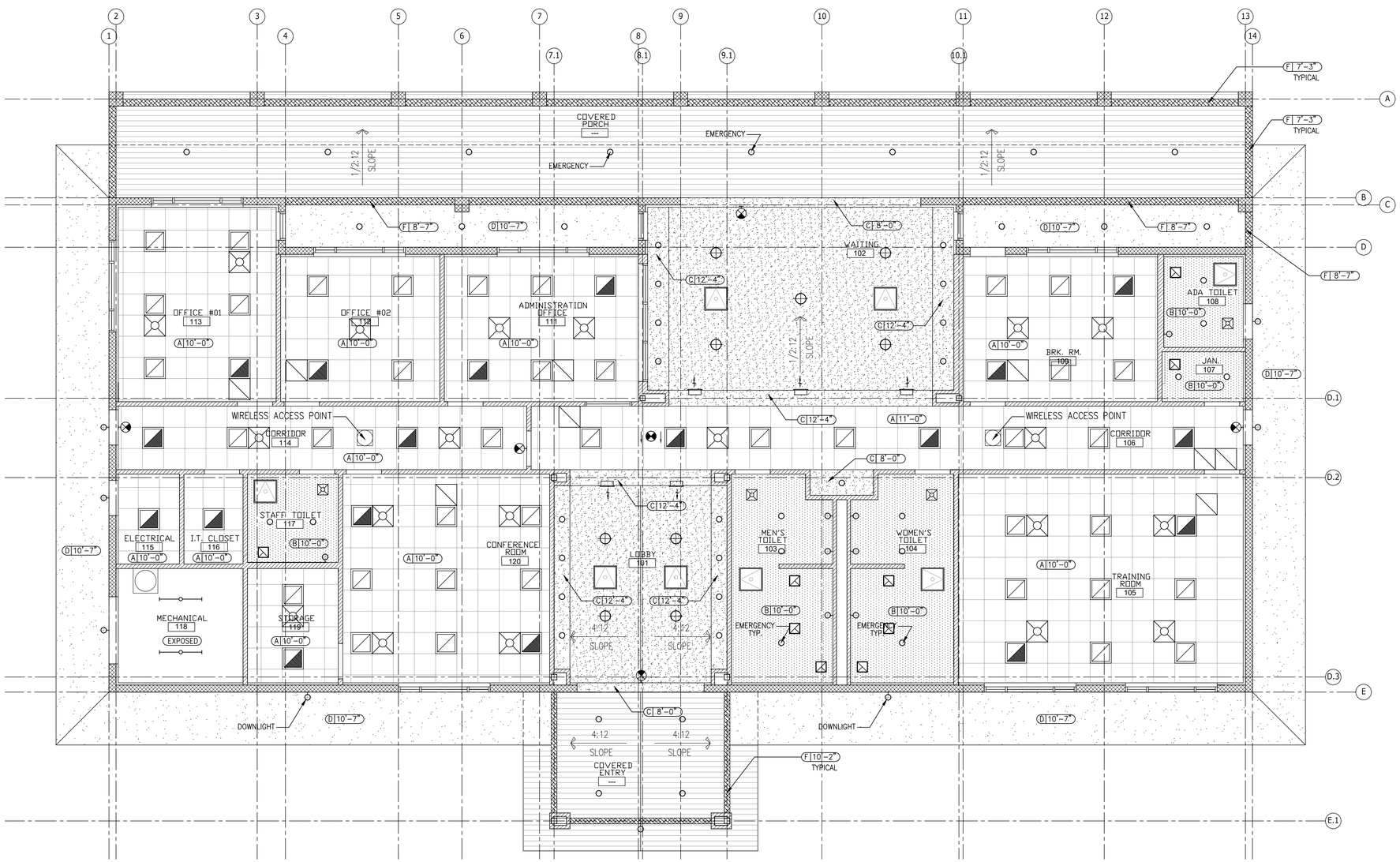
REVISIONS:	
Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JLM
Checked By:	JLM

DOOR AND WINDOW TYPES AND DETAILS

A321

100% Construction Documents



1 A401 REFLECTED CEILING PLAN
SCALE: 3/16" = 1'-0"

NORTH

REFLECTED CEILING PLAN LEGEND

SYMBOL	DESCRIPTION
	LED LIGHT FIXTURE (TROFFER)
	EMERGENCY POWER (TROFFER) – LED LIGHT FIXTURE
	SUPPLY DIFFUSER
	RETURN REGISTER
	EXHAUST REGISTER
	EXT. WALL SCONCE & LIGHT SCONCE ABOVE MIRROR/LAV. AT RESTROOMS
	WALL MOUNTED EXIT LIGHT
	CEILING MOUNTED EXIT LIGHT
	RECESSED DOWN LIGHT
	48" W. SUSPENDED LED LIGHT FIXTURE
	24"x24" CEILING ACCESS PANEL
A 8'-0"	CEILING TYPE / CEILING HEIGHT

SYMBOL	DESCRIPTION
	ACOUSTICAL PANEL CEILING: A. ARMSTRONG, ULTIMA: WHITE 5/8" THICK, 2'x2' PANEL WITH BEVELED TEGULAR EDGE WITH #12 WIRES @ 4'-0" O.C. ON MAINS. A.A. MANUFACTURER'S STANDARD DIRECT-HUNG METAL SUSPENSION SYSTEM AND COMPLY WITH ASTM C 635.
A	
	5/8" MOISTURE AND MOLD RESISTANT GYPSUM BOARD
B	
	5/8" GYPSUM BOARD
C	
	5/8" CEMENTITIOUS CEILING/SOFFIT
D	
	TONGUE AND GROOVE CEDAR PLANKS
E	
	2X P.T. WOOD TRIM @ BULKHEAD
F	

GENERAL CEILING NOTES

1. THE ARCHITECT'S CEILING PLAN SHALL GOVERN FOR LOCATIONS OF ALL DEVICES AS SHOWN. ENGINEERING DOCUMENTS SHALL PREVAIL ONLY IN CASE OF SCOPE OF WORK AND ELEMENTS OCCURRING ABOVE CEILING. DISCREPANCIES (IF ANY) BETWEEN ARCHITECTURAL AND ENGINEERING DOCUMENTS MUST BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO COMMENCEMENT OF WORK.

2. INSTALL CEILING GRID AS REQUIRED TO ACCOMMODATE LIGHTING LAYOUT AS SHOWN.

3. TILES SHALL BE INSTALLED SO GRAIN LINES OF TILE ARE RUNNING IN SAME DIRECTION ON ALL CEILINGS.

4. ACOUSTICAL CONTRACTOR SHALL MIX TILE IN A UNIFORM MANNER TO ELIMINATE BANDING OR BATCHING.

5. FOLLOWING COMPLETION OF ACOUSTICAL CEILING INSTALLATION, ALL JOINTS SHALL BE STRAIGHT AND TRUE TO LINE, WITH EXPOSED SURFACES FLUSH AND LEVEL.

6. CONTRACTOR SHALL TEST AND BALANCE HVAC PER NEW PARTITION LAYOUT PRIOR TO OCCUPANCY. WRITTEN REPORT SHALL BE SUBMITTED TO OWNER UPON SUBSTANTIAL COMPLETION. CERTIFIED INDEPENDENT TEST AND BALANCE COMPANY MUST BE APPROVED BY OWNER PRIOR TO WORK.

7. IF CEILING DIFFUSER, LIGHT FIXTURES OR OTHER ELEMENTS ON OR ABOVE THE CEILING CAN NOT BE LOCATED AS SHOWN ON THE DRAWINGS, SUCH INTERFERENCE SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT FOR RELOCATION.

8. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL QUANTITY AND LOCATION OF ALL EMERGENCY DEVICES (INCLUDING BUT NOT LIMITED TO: BATTERY PACKS, EXIT SIGNS, FIRE ALARMS, ETC.) WITH MUNICIPAL AGENCY HAVING JURISDICTION.

9. ACCESS PANELS REQUIRED IN ANY CONSTRUCTION WITHIN THIS PROJECT SHALL BE APPROVED IN WRITING BY THE ARCHITECT AS TO SPECIFIC LOCATION, FINISH, ETC.

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KMA 24-01002

STATE OF FLORIDA
JAMES L. MOORE
LICENSED
AR95890
REGISTERED ARCHITECT
PRELIMINARY

James L. Moore, AIA
AR 95890

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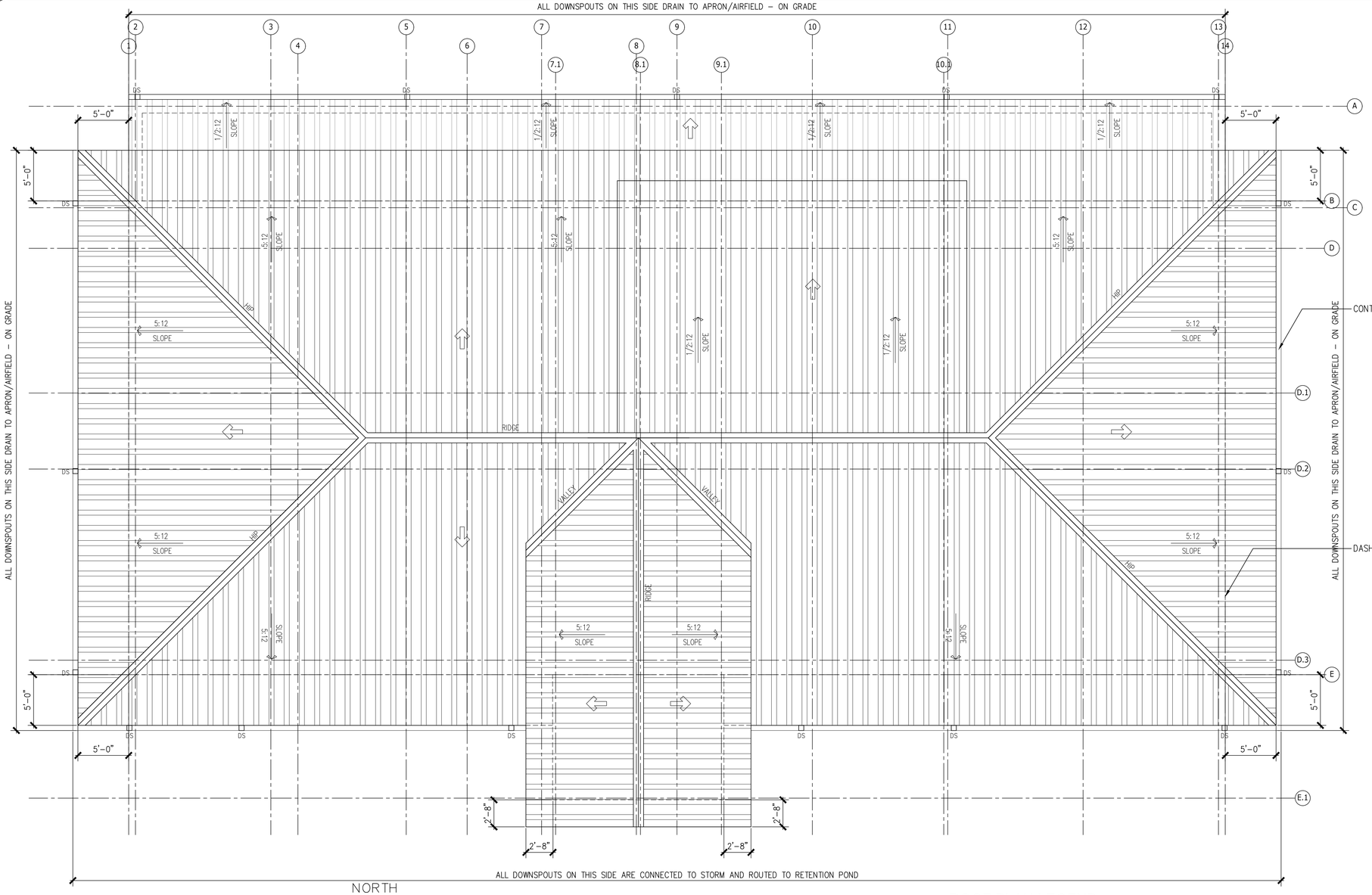
REVISIONS:	
Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JLM
Checked By:	JLM

REFLECTED CEILING PLAN

A401

100% Construction Documents



1 A501 ROOF PLAN
SCALE: 3/16" = 1'-0"

NORTH

ROOF PLAN LEGEND

SYMBOL	DESCRIPTION
⇦	DIRECTION OF ROOF STRUCTURE SLOPE DOWN
▯	STANDING SEAM METAL ROOFING
□ DS	DOWNSPOUT– 6" X 6".

GENERAL ROOFING NOTES

1. ROOFING INSTALLATION SHALL COMPLY WITH FBC 2023 EDITION AND ROOFING ASSEMBLY PRODUCT APPROVAL. WHERE PARTICULAR INFORMATION AND/OR A DETAIL SHOWN IN DRAWINGS ARE IN CONFLICT WITH PRODUCT APPROVAL OF THE SELECTED ROOFING SYSTEM, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.

2. ALL ROOFING OPENINGS FOR MECHANICAL EQUIPMENT, STRUCTURAL PENETRATIONS AND PLUMBING PIPING SHALL BE COORDINATED WITH STRUCTURAL ELEMENTS BY THE GENERAL CONTRACTOR.

3. ALL PRESSURE TREATED WOOD EDGE BLOCKING/NAILERS ANCHOR BOLTS SHALL BE NOT LESS THAN 1/4" IN DIAMETER AND A PENETRATION DEPTH CALCULATED TO RESIST AN UPLIFT PRESSURE OF 250# AT EDGES AND 300# AT CORNERS. SPACING OF FASTENERS NOT TO EXCEED 12" O.C.

4. TYPICAL AVERAGE ROOF INSULATION VALUE SHALL BE MINIMUM R-19.

5. GAUGE AND FASTENING OF ROOF MTL. DECK SHALL MEET ROOFING ASSEMBLY PRODUCT APPROVAL REQUIREMENTS.

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ROOF PLAN

A501

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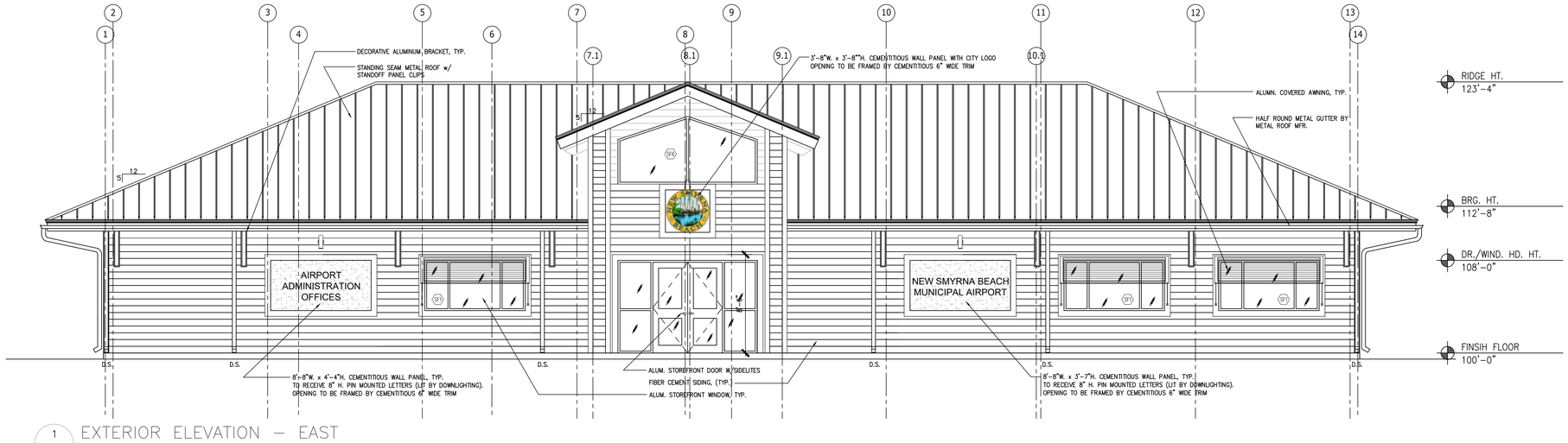
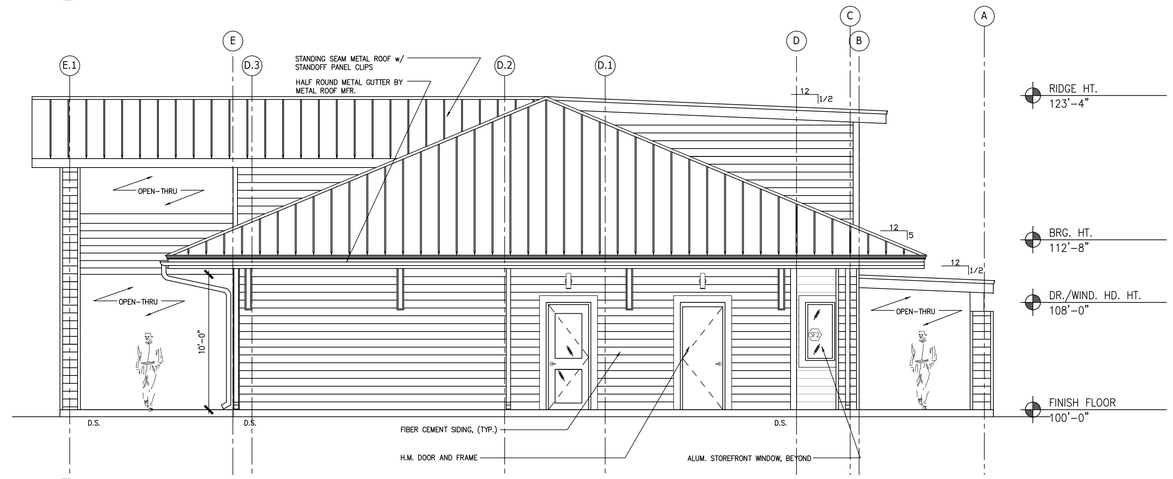
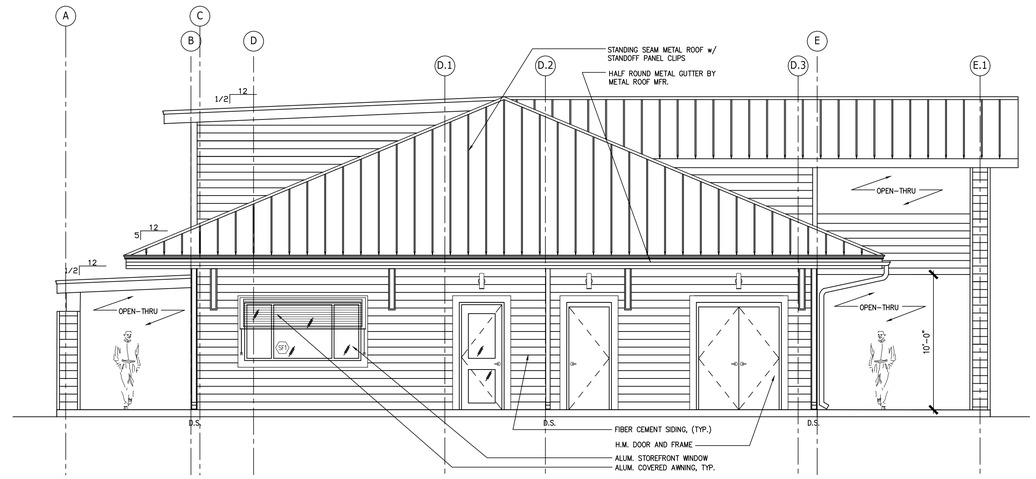


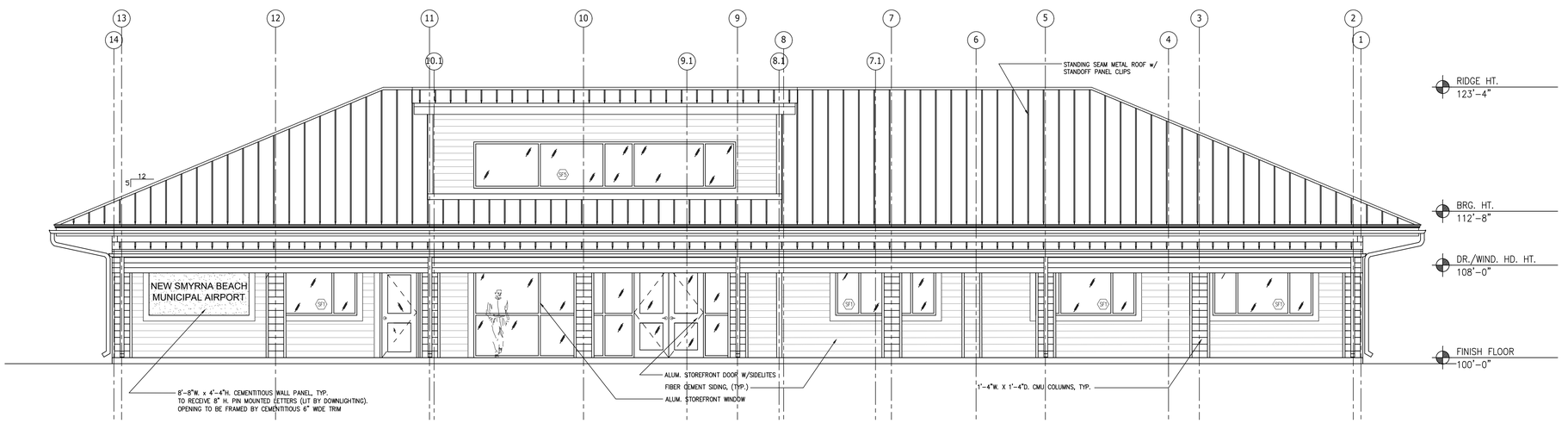
1 A601 EXTERIOR ELEVATION – EAST
SCALE: 3/16" = 1'-0"



2 A601 EXTERIOR ELEVATION – NORTH
SCALE: 3/16" = 1'-0"



3 A601 EXTERIOR ELEVATION – SOUTH
SCALE: 3/16" = 1'-0"



4 A601 EXTERIOR ELEVATION – WEST
SCALE: 3/16" = 1'-0"

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James L. Moore, AIA
AR 95890

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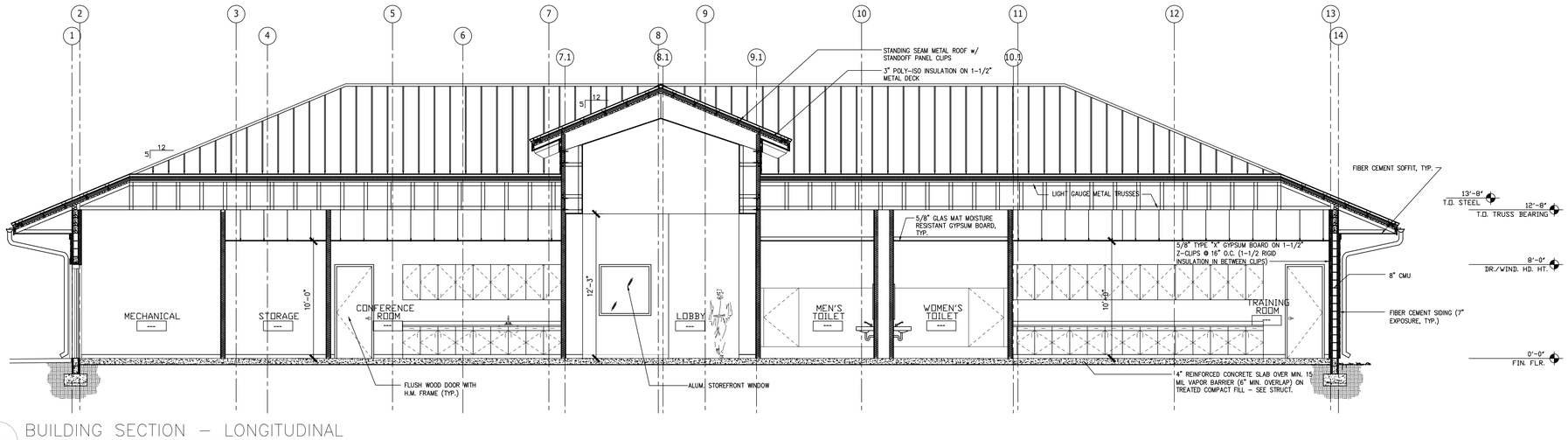
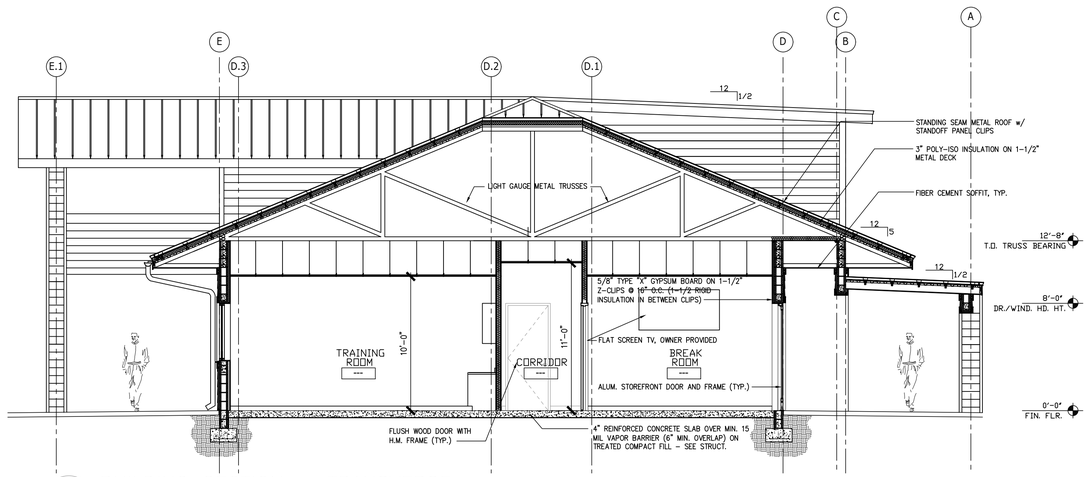
EXTERIOR ELEVATIONS

A601

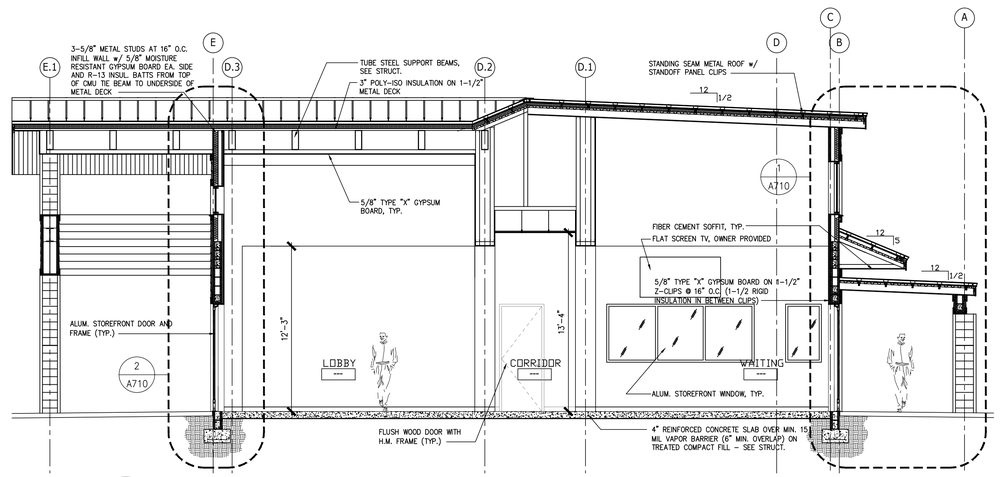
100% Construction Documents



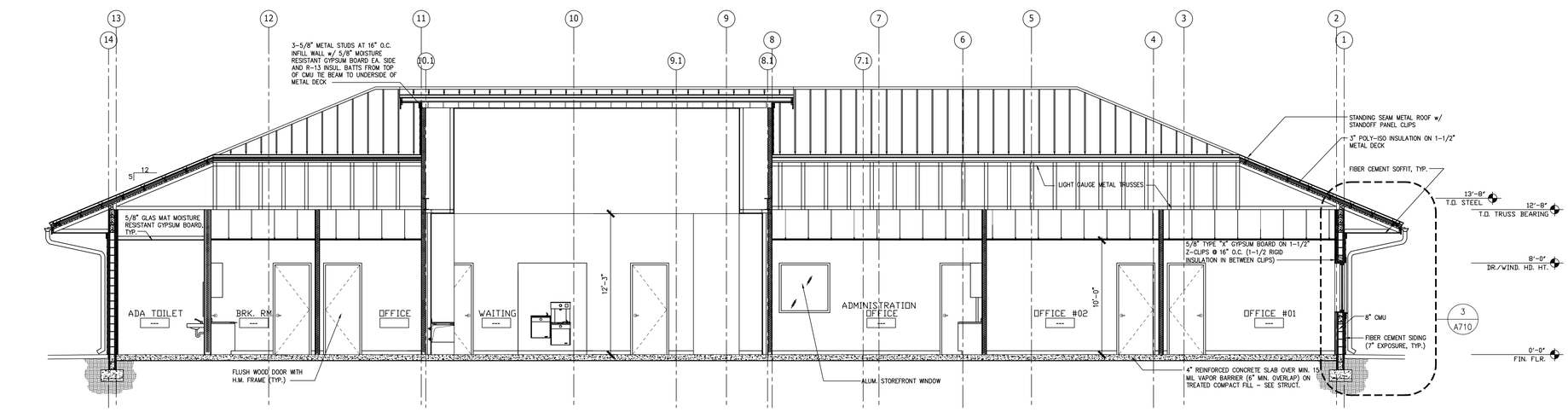
1 A701 BUILDING SECTION – LONGITUDINAL
SCALE: 3/16" = 1'-0"



2 A701 BUILDING SECTION – TRANSVERSE
SCALE: 3/16" = 1'-0"



3 A701 BUILDING SECTION – TRANSVERSE
SCALE: 3/16" = 1'-0"



4 A701 BUILDING SECTION – LONGITUDINAL
SCALE: 3/16" = 1'-0"

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NEW SMYRNA BEACH AIRPORT
Administration Building

602 Skyline Drive
New Smyrna Beach, FL 32168

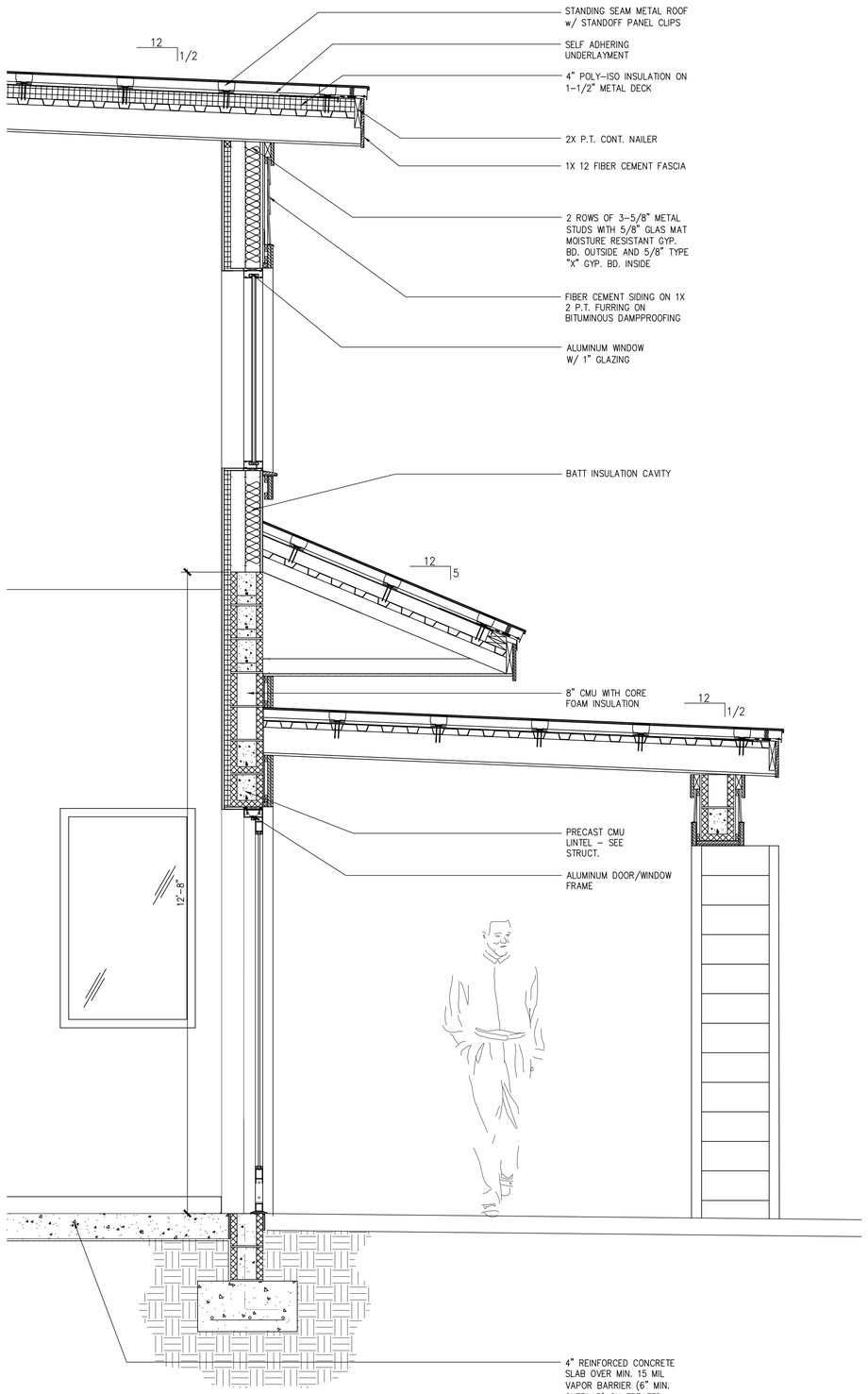
REVISIONS:

Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JLM
Checked By:	JLM

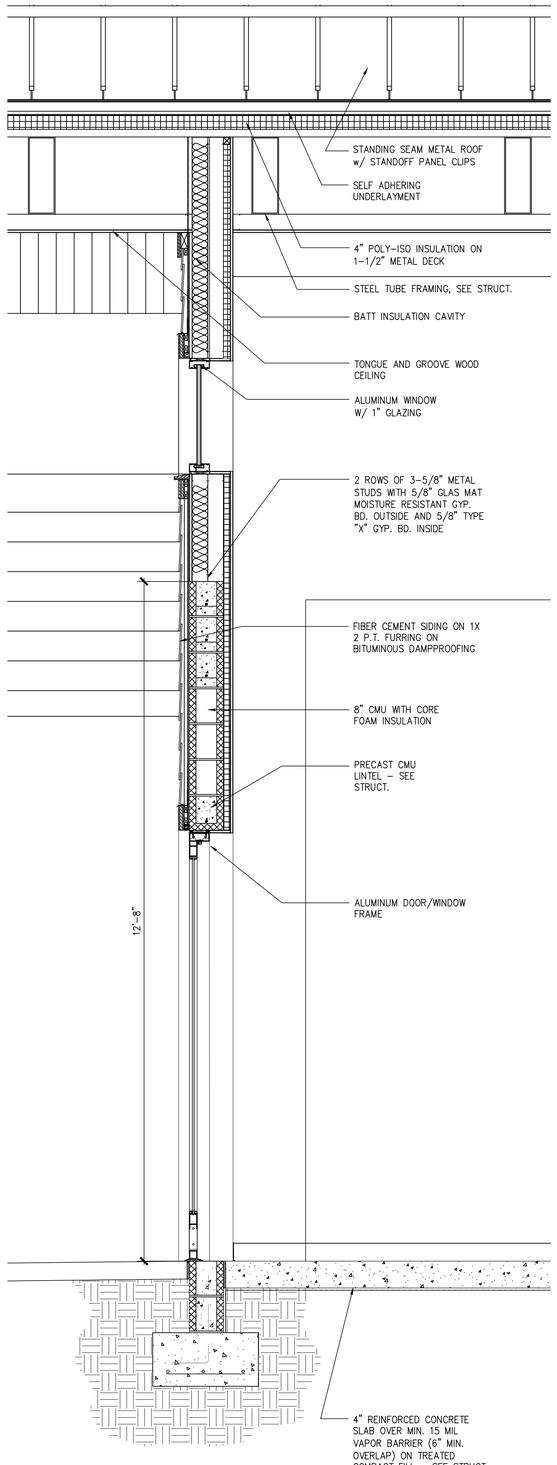
BUILDING SECTIONS

A701

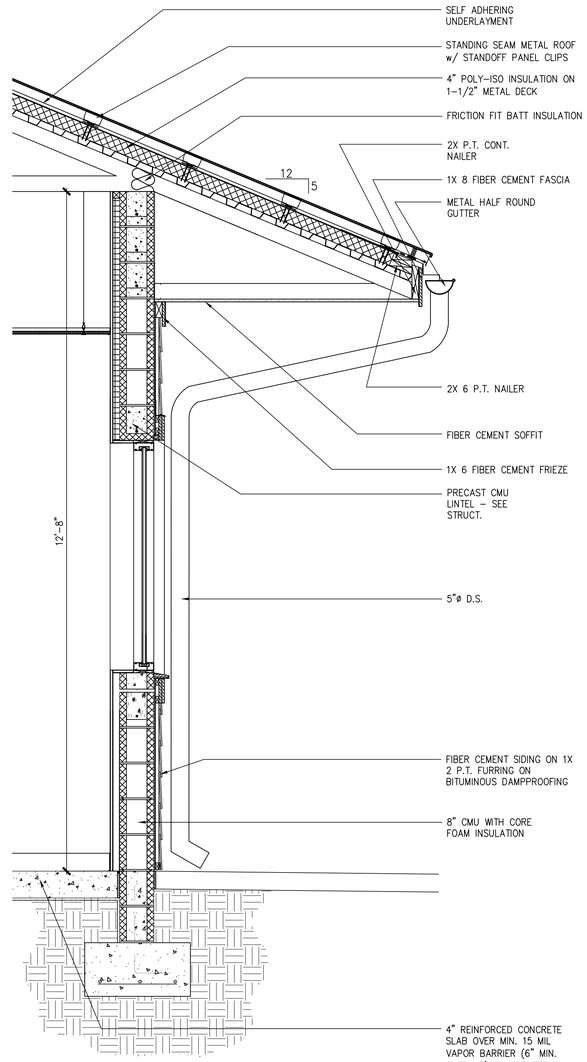
100% Construction Documents



1 A710 WALL SECTION
SCALE: 3/4" = 1'-0"



2 A710 WALL SECTION
SCALE: 3/4" = 1'-0"



3 A710 WALL SECTION
SCALE: 3/4" = 1'-0"

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KMA 24-01002

STATE OF FLORIDA
JAMES L. MOORE
REGISTERED ARCHITECT
AR95890
PRELIMINARY

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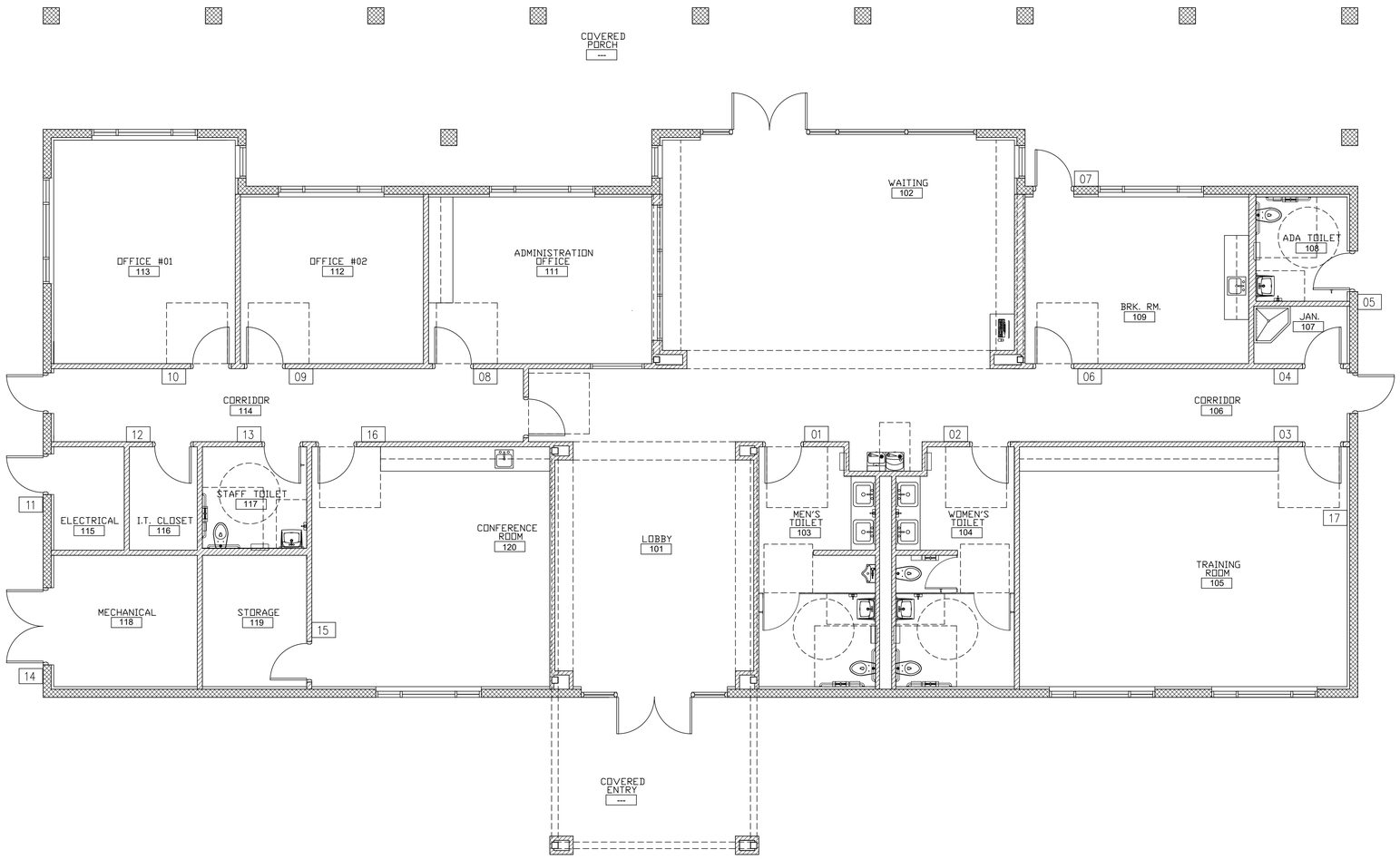
WALL SECTIONS

A710

100% Construction Documents



1 A801 SIGNAGE PLAN
SCALE: 3/16" = 1'-0"

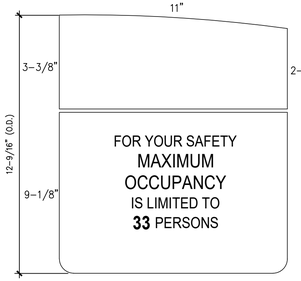
NORTH

SIGNAGE NOTES

1. ALL SIGNAGE COLORS, TEXT, FONTS, PROFILE, ETC. SHALL BE REVIEWED AND APPROVED BY THE OWNER PRIOR TO CREATING SHOP DRAWINGS, FABRICATION AND INSTALLATION.

LOCATION:	ROOM NUMBER:	SIGN TYPE:	QUANTITY:	ROOM NAME:
01	103	C	1	MEN'S RESTROOM
02	104	C	1	WOMEN'S RESTROOM
03	105	B	1	TRAINING ROOM
04	107	B	1	JANITOR ROOM
05	108	D	1	ADA TOILET
06	109	B	1	BREAK ROOM
07	109	D	1	BREAK ROOM
08	111	B	1	ADMIN. OFFICE
09	112	B	1	OFFICE #2
10	113	B	1	OFFICE #1
11	115	D	1	ELECTRICAL
12	116	B	1	I.T. CLOSET
13	117	C	1	STAFF TOILET
14	118	D	1	MECHANICAL ROOM
15	119	B	1	STORAGE ROOM
16	120	B	1	CONFERENCE ROOM
17	105	A	1	TRAINING ROOM

4 A801 SIGNAGE SCHEDULE
SCALE: N.T.S.



INTERIOR USE: APCO SIGNS, ELEVATE SERIES
SIGN TYPE CODE: EV11
CHASSIS SIZE: 10-5/8" x 9"
MOUNTING: 3M VINYL TAPE AND SILICONE

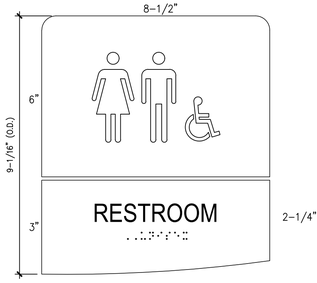
SIGN INSERT(S):
PART CODE: EV-DSAC (ARC)
PART COLOR: A11 COBALT BLUE

PART CODE: EV-ACR
ACRYLIC COLOR: A78 PEARL GREY
BOTTOM CORNER RADIUS: 1/2"

FLATBED PRINTED GRAPHICS: (FBP)
COPY: HELVETICANEUE-REGULAR (HR)
SIZE: 5/8" & 3/4"
COLOR: A02 BLACK

COPY: HELVETICANEUE-BOLD (HM)
SIZE: 5/8"
COLOR: A02 BLACK

2 A801 SIGNAGE TYPE "A"
SCALE: N.T.S.



INTERIOR USE: APCO SIGNS, ELEVATE SERIES
SIGN TYPE CODE: EV85
CHASSIS SIZE: 7-1/2" x 6-1/2"
MOUNTING: 3M VINYL TAPE AND SILICONE

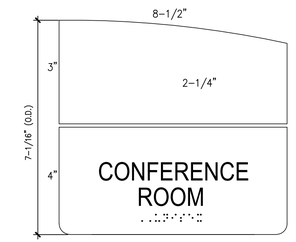
SIGN INSERT(S):
PART CODE: EV-ACR
ACRYLIC COLOR: A78 PEARL GREY
TOP CORNER RADIUS: 1/2"

FLATBED PRINTED GRAPHICS: (FBP)
SYMBOL: S5B (UNISEX/ACCESSIBLE)
SIZE: 4-1/2"
COLOR: A02 BLACK

PART CODE: EV-DSAC (ARC)
ACRYLIC COLOR: A11 COBALT BLUE

DIRECT PRINT TACTILE GRAPHICS; (DPT)
COPY: HELVETICANEUE-REGULAR (HR)
SIZE: 5/8"
COLOR: A78 PEARL GRAY
(BRAILLE COLOR: SAME AS BACKGRD.)

3 A801 SIGNAGE TYPE "C"
SCALE: N.T.S.



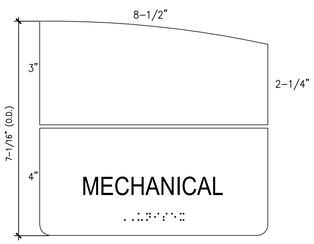
INTERIOR USE: APCO SIGNS, ELEVATE SERIES
SIGN TYPE CODE: EV85
CHASSIS SIZE: 5-1/2" x 6-1/2"
MOUNTING: 3M VINYL TAPE AND SILICONE

SIGN INSERT(S):
PART CODE: EV-DSAC (ARC)
PART COLOR: A11 COBALT BLUE

PART CODE: EV-ACR
ACRYLIC COLOR: A78 PEARL GREY
BOTTOM CORNER RADIUS: 1/2"

DIRECT PRINT TACTILE GRAPHICS: (DPT)
COPY: HELVETICANEUE-REGULAR (HR)
SIZE: 5/8"
COLOR: A02 BLACK
(BRAILLE COLOR: SAME AS BACKGRD.)

5 A801 SIGNAGE TYPE "B"
SCALE: N.T.S.



EXTERIOR USE: APCO SIGNS, ELEVATE SERIES
SIGN TYPE CODE: EV85
MOUNTING: MECHANICALLY FASTENED

SIGN INSERT(S):
PART CODE: EV-DSAC (ARC)
ACRYLIC COLOR: A11 COBALT BLUE

PART CODE: EV-ALUM.
ACRYLIC COLOR: A78 PEARL GREY
BOTTOM CORNER RADIUS: 1/2"

DIRECT PRINT TACTILE GRAPHICS: (DPT)
COPY: HELVETICANEUE-REGULAR (HR)
SIZE: 5/8"
COLOR: A02 BLACK
(BRAILLE COLOR: SAME AS BACKGRD.)

1/4" PVC BACKER:
SIZE: 5-1/2" x 6-1/2"
COLOR: A02 BLACK

6 A801 SIGNAGE TYPE "D"
SCALE: N.T.S.

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REVISIONS:	
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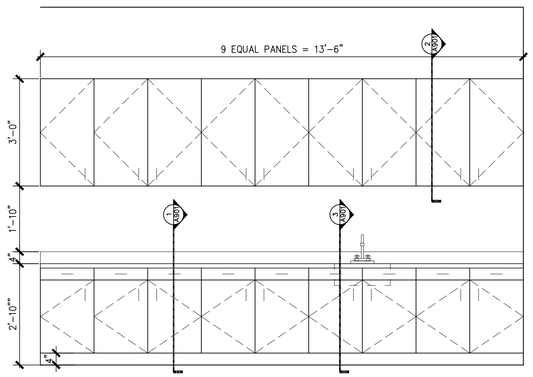
Checked By:	JLM

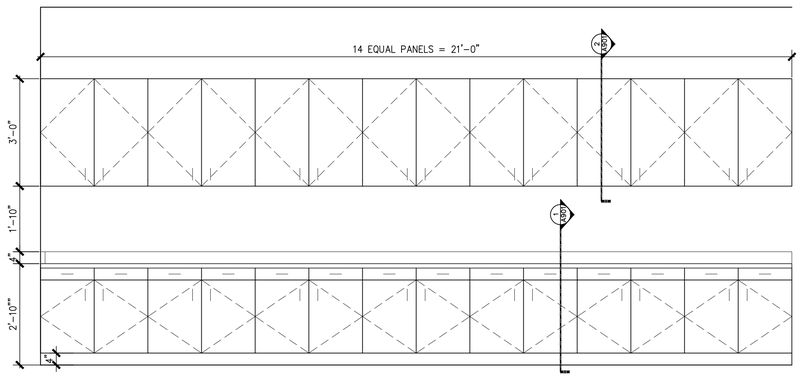
SIGNAGE PLAN AND DETAILS

A801

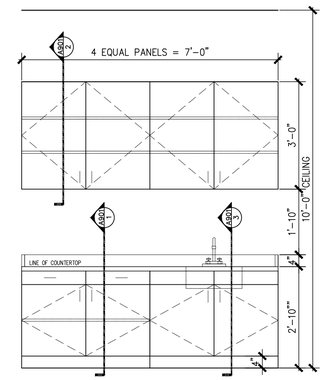
100% Construction Documents



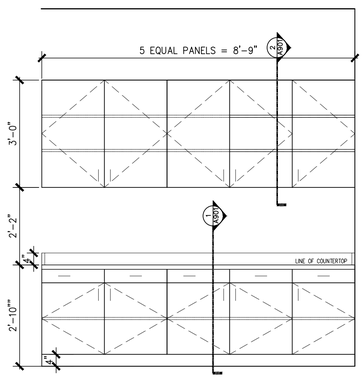
1 A802 MILLWORK @ CONFERENCE RM.
SCALE: 1/2" = 1'-0"



2 A802 MILLWORK @ TRAINING RM.
SCALE: 1/2" = 1'-0"



3 A802 MILLWORK @ BREAK ROOM
SCALE: 1/2" = 1'-0"



4 A802 MILLWORK @ ADMIN. OFFICE
SCALE: 1/2" = 1'-0"

GENERAL FINISH NOTES

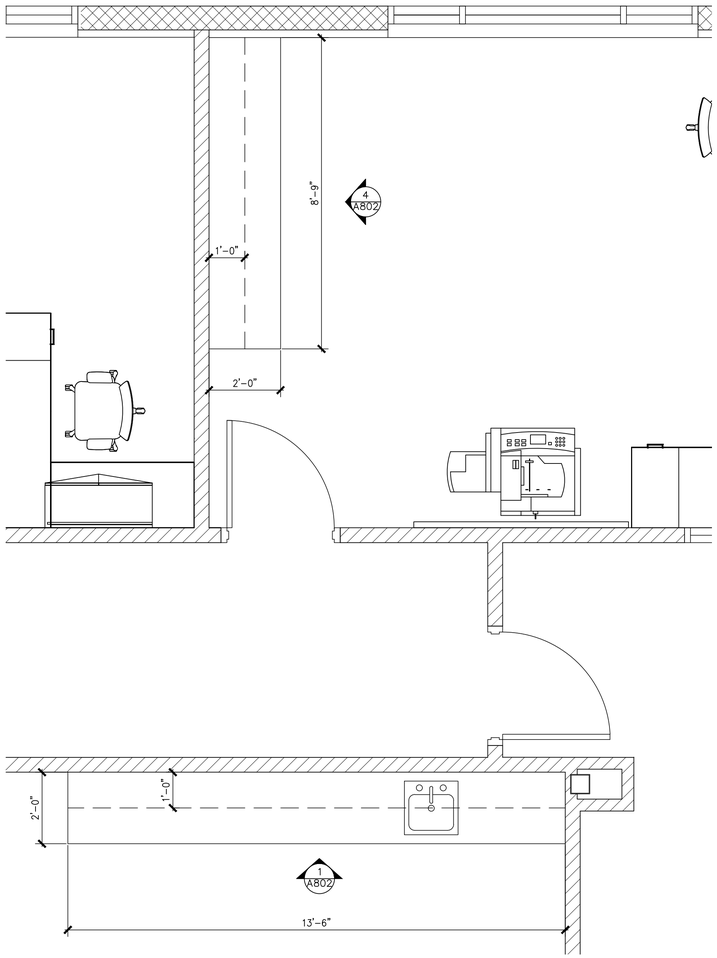
1. CONTRACTOR SHALL PROVIDE ALL INTERIOR FINISHES AS SPECIFIED HEREIN. THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES OR OMISSIONS PRIOR TO PROCEEDING WITH WORK.

2. ALL INTERIOR FINISHES SHALL HAVE A CLASS "C" FLAME SPREAD RATING OR BETTER.

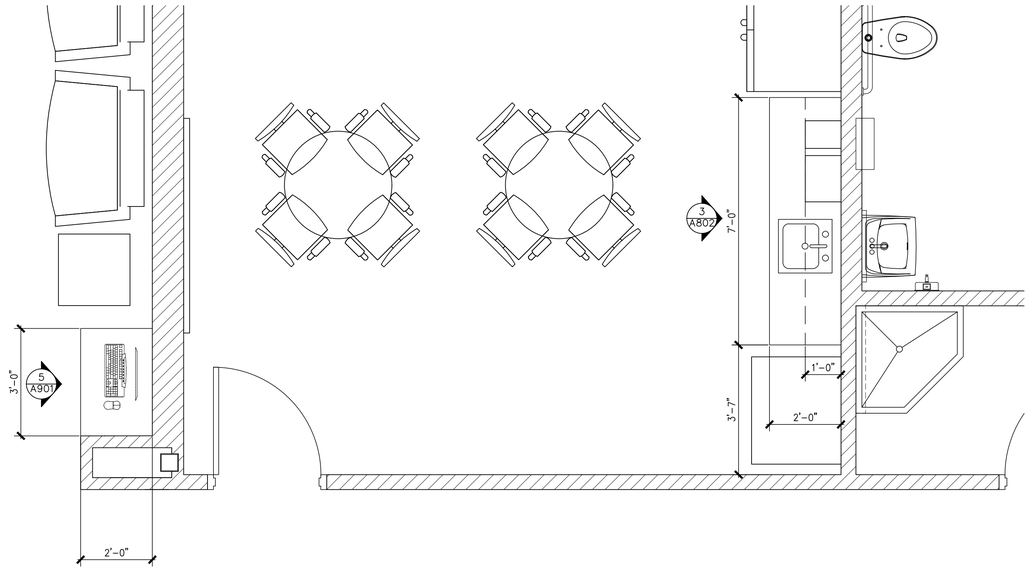
3. ALL MISCELLANEOUS GRILLES, PLATES OR OTHER DEVICES SHALL BE PAINTED TO MATCH THE WALL OR CEILING IN WHICH THEY ARE INSTALLED.

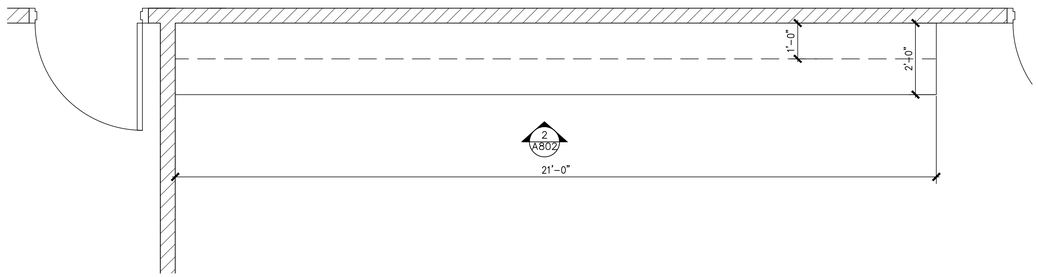
4. ALL MILLWORK WORK SHALL BE DONE IN ACCORDANCE WITH ARCHITECTURAL WOODWORKING INSTITUTE QUALITY STANDARDS FOR "CUSTOM GRADE" AND SHALL HAVE EASED EDGES AND A MINIMUM 5-PLY HARDWOOD VENEER CORE PLYWOOD WITH PLASTIC LAMINATE FINISH.

5. ALL WALL SURFACES SHALL BE PAINTED FROM CORNER TO CORNER WHERE NEW WORK AFFECTS EXISTING WALLS. PROVIDE LEVEL 4 FINISH DRYWALL.



5 A802 MILLWORK @ CONFERENCE RM. AND ADMIN. OFFICE
SCALE: 1/2" = 1'-0"





6 A802 MILLWORK @ BREAK ROOM AND TRAINING RM.
SCALE: 1/2" = 1'-0"

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KMA 24-01002

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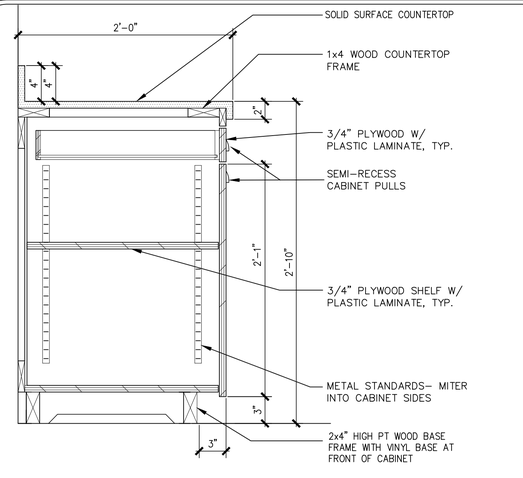
MILLWORK AND INTERIOR ELEVATIONS

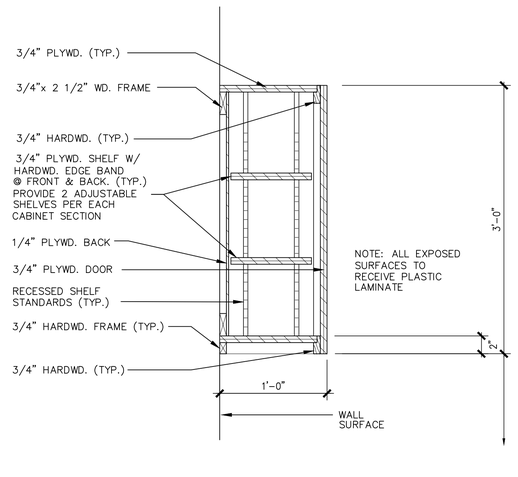
A802

100% Construction Documents

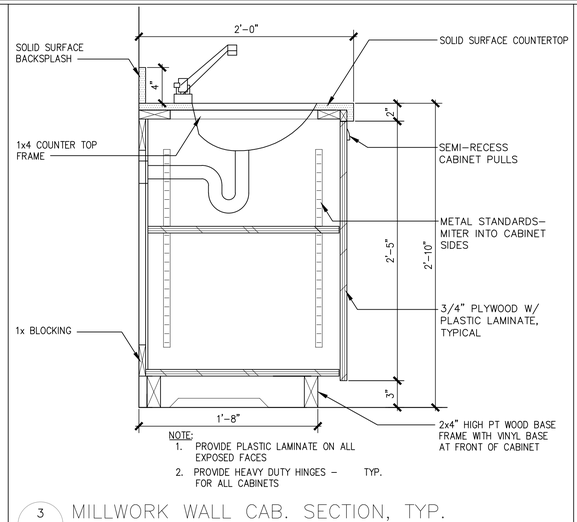


NOTE:
PROVIDE PLASTIC LAMINATE FINISH ON ALL EXPOSED FACES- TYPCIAL

1 A901 MILLWORK BASE SECTION, TYP.
SCALE: 1-1/2" = 1'-0"

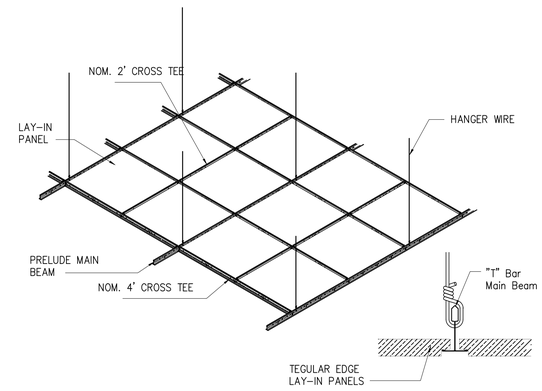


2 A901 MILLWORK WALL CAB. SECTION, TYP.
SCALE: 1-1/2" = 1'-0"

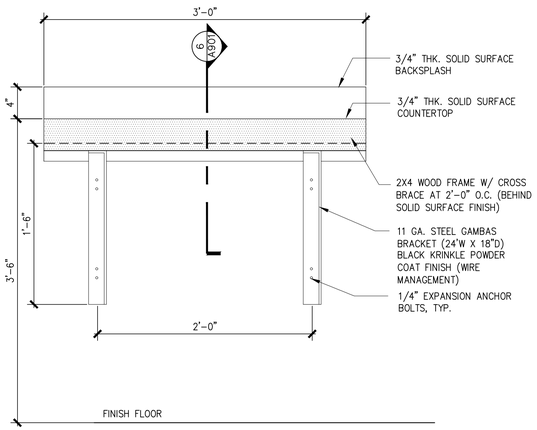


NOTE:
1. PROVIDE PLASTIC LAMINATE ON ALL EXPOSED FACES
2. PROVIDE HEAVY DUTY HINGES - TYP. FOR ALL CABINETS

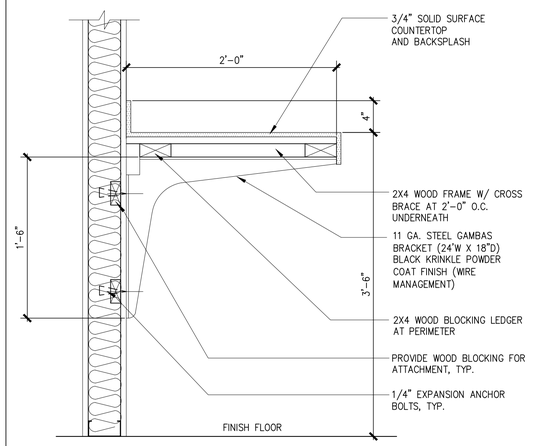
3 A901 MILLWORK WALL CAB. SECTION, TYP.
SCALE: 1-1/2" = 1'-0"



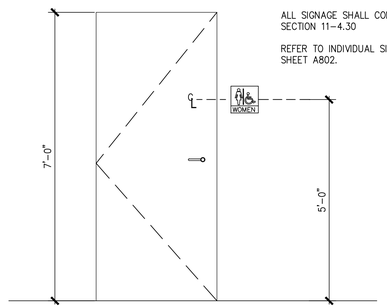
4 A901 ACOUSTICAL CEILING DETAIL
SCALE: 1-1/2" = 1'-0"



5 A901 COUNTERTOP ELEVATION, TYP.
SCALE: 1-1/2" = 1'-0"



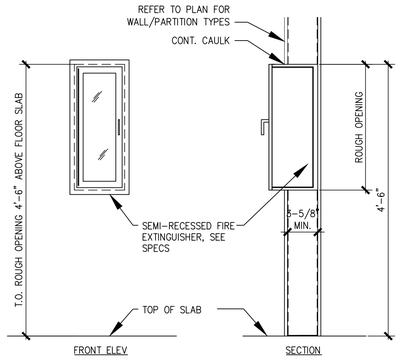
6 A901 COUNTERTOP SECTION, TYP.
SCALE: 1-1/2" = 1'-0"



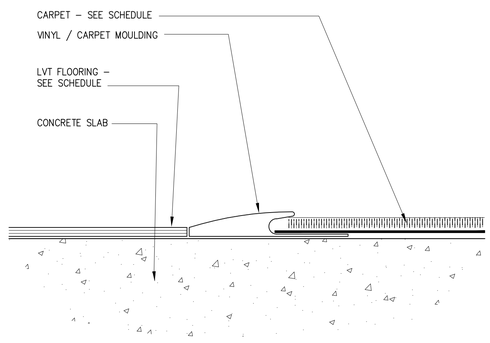
ALL SIGNAGE SHALL COMPLY WITH FBC SECTION 11-4.30

REFER TO INDIVIDUAL SIGNAGE ON SHEET A802.

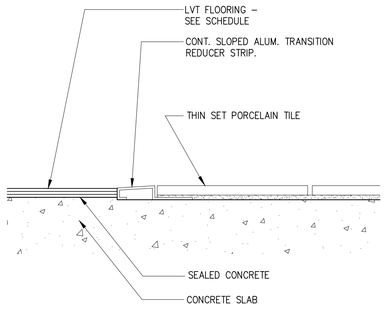
7 A901 ROOM SIGNAGE DETAIL
SCALE: 1-1/2" = 1'-0"



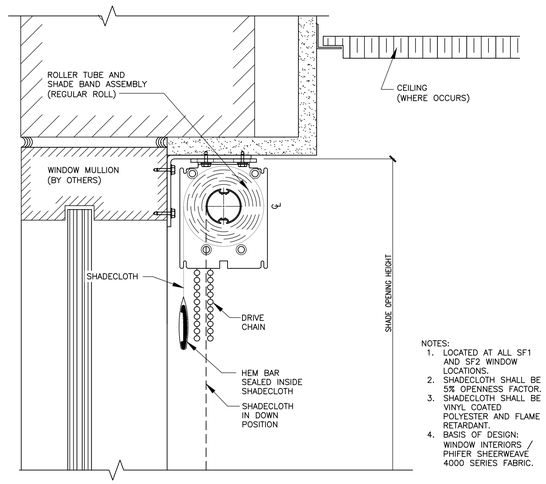
8 A901 SEMI-RECESSED FIRE EXTINGUISHER CABINET
SCALE: 1-1/2" = 1'-0"



9 A901 LVT TO CARPET TRANSITION
SCALE: 1-1/2" = 1'-0"



10 A901 LVT TO PORCELAIN TILE TRANSITION
SCALE: 1-1/2" = 1'-0"



NOTES:
1. LOCATED AT ALL SF1 AND SF2 WINDOW LOCATIONS.
2. SHADECLOTH SHALL BE 5% OPENNESS FACTOR.
3. SHADECLOTH SHALL BE VINYL COATED POLYESTER AND FLAME RETARDANT.
4. BASIS OF DESIGN: WINDOW INTERIORS / PHIFER SHEERWEAVE 4000 SERIES FABRIC.

11 A901 MANUAL WINDOW SHADE DETAIL
SCALE: 1-1/2" = 1'-0"

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KMA 24-01002

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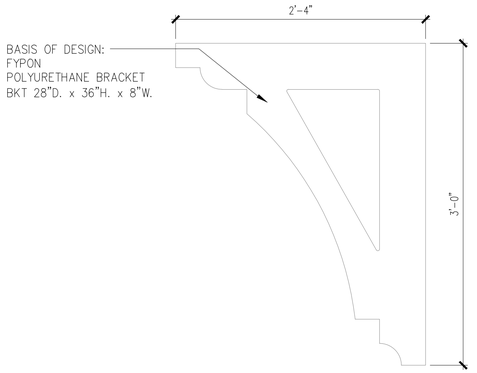
Checked By: JLM

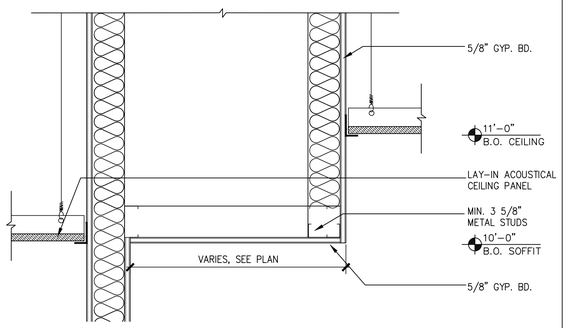
MISCELLANEOUS DETAILS

A901

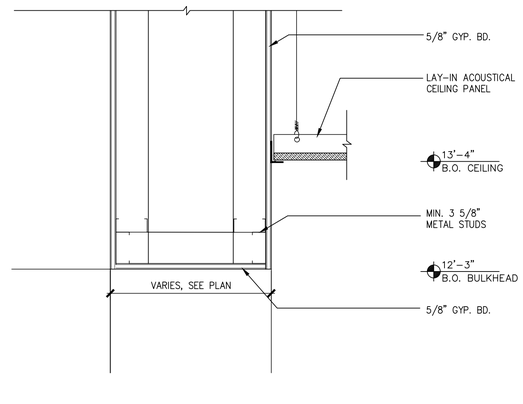
100% Construction Documents



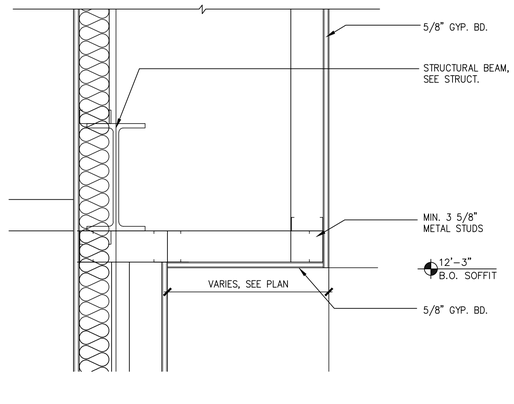
1 A902 DECORATIVE BRACKET DETAIL
SCALE: 1-1/2" = 1'-0"



2 A902 TYPICAL SOFFIT DETAIL
SCALE: 1-1/2" = 1'-0"



3 A902 TYPICAL BULKHEAD DETAIL
SCALE: 1-1/2" = 1'-0"



4 A902 TYPICAL SOFFIT DETAIL
SCALE: 1-1/2" = 1'-0"

5 A902 E.W.C. DETAIL
SCALE: 1" = 1'-0"

6 A902 COUNTERTOP/SINK VANITY DETAIL
SCALE: 1" = 1'-0"

7 A902 INT. H.M. DOOR HEAD DETAIL
SCALE: 1-1/2" = 1'-0"

8 A902 INT. H.M. DOOR JAMB DETAIL
SCALE: 1-1/2" = 1'-0"

9 A902 S.S. METAL ROOF VALLEY DTL.
SCALE: 1" = 1'-0"

10 A902 S.S. METAL ROOF HIP/RIDGE DTL.
SCALE: 1" = 1'-0"

11 A902 PLUMBING PIPE VENT DTL.
SCALE: 1-1/2" = 1'-0"

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Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JLM
Checked By:	JLM

MISCELLANEOUS DETAILS

A902

100% Construction Documents

ABBREVIATIONS

ABV	ABOVE
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
AC	AIR CONDITIONER
AHU	AIR HANDLING UNIT
BAS	BUILDING AUTOMATION SYSTEM
BI	BACKWARD INCLINE
BLDG	BUILDING
BHP	BRAKE HORSEPOWER
BTUH	BRITISH THERMAL UNIT PER HOUR
CD	CONDENSATE DRAIN
CFM	CUBIC FEET PER MINUTE
CW	CHILLED WATER
CWR	CHILLED WATER RETURN
CWS	CHILLED WATER SUPPLY
COND	CONDENSATE
CO	CARBON MONOXIDE
COP	COEFFICIENT OF PERFORMANCE
CU	CONDENSING UNIT
DB	DRYBULB
DWGS	DRAWINGS
DX	DIRECT EXPANSION
EF	EXHAUST FAN
EXH	EXHAUST
EA	EACH
EAT	ENTERING AIR TEMPERATURE
EER	ENERGY EFFICIENCY RATIO
ENT	ENTERING
EWT	ENTERING WATER TEMPERATURE
FC	FORWARD CURVED
FCU	FAN COIL UNIT
FD	FIRE DAMPER
FL	FLOOR
FLEX	FLEXIBLE CONNECTOR OR DUCT
FPM	FEET PER MINUTE
F/S	COMBINATION FIRE AND SMOKE DAMPER
FT. H_2O	FEET WATER GAUGE
F	DEGREES FAHRENHEIT
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GPM	GALLONS PER MINUTE
HP	HORSEPOWER
HHWR	HIGH HOT WATER RETURN
HHWS	HIGH HOT WATER SUPPLY
HW	HOT WATER
HVAC	HEATING VENTILATING AND AIR CONDITIONING
IN.WG	INCHES WATER GAGE
KW	KILOWATTS
LAT	LEAVING AIR TEMPERATURE
LWT	LEAVING WATER TEMPERATURE
MAX	MAXIMUM
MBH	1000 X BTUH
MIN	MINIMUM
MVD	MANUAL VOLUME DAMPER
MZ	MULTI-ZONE
N.T.S.	NOT TO SCALE
OA	OUTSIDE AIR
OPD	OPEN DRIP PROOF
PROP	PROPELLER
PD	PRESSURE DROP
PLBG	PLUMBING
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PSIG	POUNDS PER SQUARE INCH GAUGE
RA	RETURN AIR
RD	RADIATION DAMPER
REQ'D	REQUIRED
RH	RELATIVE HUMIDITY
RPM	REVOLUTIONS PER MINUTE
RTU	ROOFTOP UNIT
SA	SUPPLY AIR
SF	SUPPLY FAN
SD	SMOKE DETECTOR
SDMP	SMOKE DAMPER
SQ.FT.	SQUARE FOOT
SZ	SINGLE ZONE
TEFC	TOTALLY ENCLOSED FAN COOLED
TEMP	TEMPERATURE
TG	TRANSFER GRILLE
T/O	TRANSFER OPENING ABOVE CEILING
T'STAT	THERMOSTAT
TYP	TYPICAL
VFD	VARIABLE FREQUENCY DRIVE
VAV	VARIABLE AIR VOLUME
W	WATTS
W/	WITH
W/O	WITHOUT
WB	WETBULB
ZD	ZONE DAMPER

GENERAL LEGEND

- SUPPLY DIFFUSER (4-WAY)
- RETURN OR OUTDOOR AIR GRILLE
- EXHAUST GRILLE
- SUPPLY DUCT UP SECTION (RECTANGULAR)
- RETURN DUCT UP SECTION (RECTANGULAR)
- EXHAUST DUCT UP SECTION (RECTANGULAR)
- SUPPLY DUCT DOWN SECTION (RECTANGULAR)
- RETURN DUCT DOWN SECTION (RECTANGULAR)
- EXHAUST DUCT DOWN SECTION (RECTANGULAR)
- SUPPLY DUCT UP SECTION (ROUND)
- SUPPLY DUCT DOWN SECTION (ROUND)
- LINEAR SLOT DIFFUSER
- EXISTING LINEAR SLOT DIFFUSER (LIGHT LINETYPE)
- A/B — RECTANGULAR DUCTWORK WITH TAKE-OFF, BALANCING DAMPER AND INSULATED FLEXIBLE ROUND DUCT. SAME SIZE AS DIFFUSER INLET UNLESS NOTED OTHERWISE. FIRST DIMENSION IS THAT OF SIDE SHOWN
- A Ø — ROUND DUCTWORK
- EXPOSED SPIRAL ROUND DUCTWORK
- CONICAL FITTING WITH DAMPER ON BRANCH CONNECTION TO RECTANGULAR MAIN (PROVIDE DAMPER IN LOW PRESSURE DUCTWORK ONLY)
- EXISTING DUCTWORK TO REMAIN (LIGHT LINETYPE)
- BD — BACKDRAFT DAMPER
- AF — AIR FLOW MONITORING STATION
- M — MOTORIZED CONTROL DAMPER
- MANUAL DAMPER
- FLEXIBLE DUCT CONNECTION
- FIRE DAMPER WITH ACCESS PANEL
- COMBINATION FIRE/SMOKE DAMPER WITH ACCESS PANEL
- EXISTING DUCTWORK TO BE REMOVED (DASHED LINETYPE)
- SD — DUCT MOUNTED SMOKE DETECTOR PROVIDED AND WIRED BY ELECTRICAL CONTRACTOR AND INSTALLED IN DUCT BY MECHANICAL CONTRACTOR. REFER TO SPECIFICATIONS FOR CONTROL REQUIREMENTS.
- A-100 — AIR DEVICE TAG MARK-CFM
- SIDEWALL TRANSFER GRILLE
- SIDEWALL SUPPLY REGISTER
- SIDEWALL RETURN GRILLE OR OUTSIDE AIR LOUVER
- SIDEWALL EXHAUST GRILLE
- TS — WALL MOUNTED DDC TEMPERATURE SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR
- T — WALL MOUNTED THERMOSTAT MOUNT 4'-0" ABOVE FINISHED FLOOR
- C — WALL MOUNTED CO SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR
- H — WALL MOUNTED DDC HUMIDITY SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR
- HS — WALL MOUNTED HUMIDISTAT SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR
- A/B — PHOTO DETAIL OR SECTION IDENTIFICATION TARGET A = DETAIL NUMBER B = SHEET NUMBER ON WHICH DETAIL IS LOCATED
- RD — RADIATION DAMPER INSTALLED IN AIR DEVICE
- RD — RADIATION DAMPER INSTALLED IN DUCT.
- ELBOW WITH TURNING VANES
- X — REFERENCE NOTES
- X — REFERENCE NOTE - MULTI-DISCIPLINE SHEETS
- FLOW DIRECTION
- INDICATES POINT OF CONNECTION BETWEEN NEW AND EXISTING
- POINT OF DISCONNECT
- CWS — CONDENSER WATER SUPPLY PIPING
- CWR — CONDENSER WATER RETURN PIPING
- BCWS — BUILDING CONDENSER WATER SUPPLY PIPING
- BCWR — BUILDING CONDENSER WATER RETURN PIPING
- CHWS — CHILLED WATER SUPPLY PIPING
- CHWR — CHILLED WATER RETURN PIPING
- HWS — HEATING WATER SUPPLY PIPING
- HWR — HEATING WATER RETURN PIPING
- CD — CONDENSATE DRAIN PIPING
- R — REFRIGERANT PIPING
- FS — FLOW SENSOR
- SP — STATIC PRESSURE TRANSMITTER ASSEMBLY
- L=1/4W, MIN. 4"; L; 45°; W — RECTANGULAR BRANCH DUCT CONNECTION. (PROVIDE BALANCING DAMPER AT ALL BRANCH CONNECTIONS)
- TEE (PLAN, UP, DOWN)
- ELBOW (PLAN, UP, DOWN)
- VALVE
- TWO WAY MOTORIZED CONTROL VALVE
- THREE WAY MOTORIZED CONTROL VALVE
- PRESSURE REDUCING VALVE
- FLOW CONTROL VALVE
- BALL VALVE FOR PIPING 2-INCHES AND SMALLER, BUTTERFLY VALVE FOR PIPING 2-1/2 INCHES AND LARGER
- BUTTERFLY VALVE
- CHECK VALVE
- STRAINER
- BALANCE VALVE WITH INTEGRAL TAPS FOR CONNECTION OF DIFFERENTIAL PRESSURE METER. VALVE SHALL HAVE NAMEPLATE INDICATING WATER FLOW RATE VERSUS VALVE PRESSURE DROP
- A — AUTOMATIC FLOW CONTROL VALVE WITH INTEGRAL TEMPERATURE AND PRESSURE TEST PORTS
- UNION
- VENTURI FLOW METER
- PRESSURE AND/OR TEMPERATURE PORT
- THERMOMETER
- PRESSURE GAUGE WITH GAUGE COCK
- FLEXIBLE CONNECTION
- PRESSURE RELIEF VALVE
- M — MOTORIZED ACTUATOR
- OPENING IN WALL ABOVE CEILING
- AHU 3 (EQUIPMENT TYPE, MARK) — EQUIPMENT TAG
- UC — 1" DOOR UNDER CUT. ARROW INDICATES DIRECTION OF FLOW
- FLEX DUCT

NOTE:

SYMBOLS SHOWN ON THIS MECHANICAL LEGEND ARE FOR REFERENCE PURPOSES ONLY. ALL OF THESE SYMBOLS MAY NOT BE USED FOR THIS PROJECT.

GENERAL NOTES

1. INSTALL EQUIPMENT AND MATERIALS IN COMPLIANCE WITH MANUFACTURER'S MINIMUM CLEARANCE REQUIREMENTS AND RECOMMENDATIONS.
2. ALL EQUIPMENT AND INSTALLATION SHALL COMPLY WITH THE LATEST EDITIONS OF NFPA AND THE LATEST ADOPTED EDITION FLORIDA BUILDING CODE (MECHANICAL, PLUMBING AND GAS).
3. ALL MATERIALS SHALL FIT THE SPACE AVAILABLE. VERIFY DIMENSIONS AND CLEARANCES ON BUILDING PLANS PRIOR TO COMMENCING WORK.
4. CONTRACTOR SHALL PERFORM TESTING AND BALANCING OF AIR SYSTEMS IN ACCORDANCE WITH AABC GUIDELINES. A TEST AND BALANCE REPORT SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER FOR APPROVAL.
5. PROVIDE 45 DEGREE BRANCH TAKE-OFF PER SMACNA FIG. 2-8 ON ALL RECTANGULAR DUCT TAKE-OFFS.
6. ALL DUCTWORK TAKE-OFFS AND/OR BRANCH DUCTWORK SHALL BE PROVIDED WITH A BALANCING DAMPER.
7. PROVIDE AND INSTALL DUCT MOUNTED HINGED ACCESS DOORS FOR ALL SMOKE AND/OR FIRE DAMPERS, NOT OTHERWISE ACCESSIBLE.
8. CONTRACTOR SHALL COORDINATE VOLTAGE AND PHASE OF EACH PIECE OF EQUIPMENT WITH THE ELECTRICAL CONTRACTOR PRIOR TO ORDERING AND SHALL COORDINATE WITH ALL OTHER TRADES PRIOR TO OR INSTALLING EQUIPMENT AND MATERIALS.
9. COORDINATE ALL HVAC SYSTEM DRAWINGS WITH THE BUILDING AND ROOF STRUCTURE TO AVOID INTERFERENCE BETWEEN MECHANICAL SYSTEMS AND ROOF STRUCTURE. DUCT SIZES MAY BE REVISED, BASED ON ENGINEER APPROVAL, TO FIT TRUSS SYSTEM SO LONG AS THE EQUIVALENT INSIDE CROSS SECTIONAL AREA IS NOT DECREASED.
10. GAUGES AND CONSTRUCTION FOR DUCTWORK SHALL CONFORM TO THE LATEST EDITION OF SMACNA'S HVAC DUCT CONSTRUCTION STANDARDS.
11. TRANSITION RECTANGULAR DUCTWORK ON BOTTOM AND SIDES. MAINTAIN TOP OF DUCTWORK LEVEL AND HIGH AS POSSIBLE. FLEXIBLE DUCT RUN-OUTS TO CEILING DIFFUSERS SHALL BE AS STRAIGHT AS POSSIBLE AND FREE OF SAGS & KINKS. FLEX DUCT SHALL BE THE SAME SIZE AS THE DIFFUSER NECK IT SERVES.
12. ALL DUCT TRANSITIONS FROM SQUARE TO ROUND SHALL BE SMOOTH SQUARE TO ROUND TRANSITIONS. SPIN-IN FITTINGS AT THE END OF CAPPED DUCTS ARE NOT ACCEPTABLE. DUCT DIMENSIONS SHOWN ARE INSIDE CLEAR DIMENSIONS.
13. THE CONTRACTOR SHALL FULFILL ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS AND SHALL COMPLETE THE WORK SHOWN ON THESE DRAWINGS. ALL SYSTEMS SHALL BE FINISHED, TESTED AND BALANCED, ADJUSTED, AND PROVEN TO BE FULLY OPERATIONAL AND USEABLE.
14. ADJUST ALL DIFFUSERS IN CORRIDORS OR WITHIN THREE (3) FEET OF A WALL TO PROVIDE 2-WAY OR 3-WAY BLOW AWAY FROM OR DIRECTLY INTO WALLS. ALL DIFFUSERS SHALL HAVE 4-WAY BLOW UNLESS NOTED OTHERWISE.
15. PORTIONS OF DUCTWORK VISIBLE THROUGH GRILLES AND REGISTERS IN FINISHED AREAS SHALL BE PAINTED FLAT BLACK.
16. ALL DAMPERS IN AND ABOVE CEILINGS SHALL BE ACCESSIBLE. CONTRACTOR SHALL COORDINATE ALL ACCESS PANELS IN CEILINGS OR WALLS WITH ARCHITECTURAL REFLECTED CEILING PLANS AND/OR INTERIOR DRAWINGS FOR PROPER LOCATION.
17. MOUNT THERMOSTATS WHERE INDICATED ON PLANS 48" A.F.F. UNLESS NOTED OTHERWISE. COORDINATE ALL THERMOSTAT LOCATION TO NOT BE MOUNTING WHERE MILLWORK, ARTWORK AND/OR ANY HEAT PRODUCING EQUIPMENT WILL BE PLACED. THERMOSTATS AND SENSORS SHALL BOT BE INSTALLED ON LED 'SPLAT' LOGO WALL, GLASS OR MIRRORED WALLS.
18. COORDINATE DUCTWORK AND PIPING WITH PLUMBING, FIRE PROTECTION AND ELECTRICAL. MAKE OFFSETS AND TRANSITIONS TO COORDINATE WITH OTHER TRADES WITHOUT ANY ADDITIONAL EXPENSE TO THE CONTRACT.
19. SEAL ALL TRANSVERSE JOINTS AND FITTINGS WITH DUCT SEALER.
20. TRAP AND ROUTE CONDENSATE DRAINS LINES, FULL SIZE OF UNIT CONNECTION, AS INDICATED. SLOPE 1/8" PER FOOT.
21. ALTERNATE MANUFACTURERS AND MODELS WILL BE REVIEWED. THERE MAY BE ARCHITECTURAL, STRUCTURAL AND ELECTRICAL CHANGES RESULTING FROM THE ALTERNATES. THE COST OF IMPLEMENTING AND ENGINEERING THESE CHANGES SHALL BE BORNE BY THE MECHANICAL SUBCONTRACTOR.
22. PIPE AND DUCT ROUTING SHOWN IS SCHEMATIC. PROVIDE ANY ADDITIONAL OFFSETS AND FITTINGS, INCLUDING DIVIDED DUCTS, REQUIRED FOR PROPER INSTALLATION AND TO MAINTAIN CLEARANCES AS ENCOUNTERED IN THE FIELD.
23. COORDINATE CEILING MOUNTED AIR DEVICE LOCATION WITH THE ARCHITECTURAL REFLECTED CEILING PLAN AND OTHER TRADES.
24. ALL CONTROL WIRING AND CONDUIT SHALL COMPLY WITH NEC DIVISION 16 SPECIFICATIONS.
25. PROVIDE MATERIALS WHICH HAVE A FLAME SPREAD RATING OF 25 OR LESS AND A SMOKE DEVELOPED RATING OF 50 OR LESS WHEN TESTED IN ACCORD WITH ASTM E84.
26. SLEEVE AND FIRE STOP PENETRATIONS THROUGH FIRE RATED SYSTEMS TO MAINTAIN RATING OF SYSTEM. USE MINIMUM GALVANIZED STEEL GAUGE DUCT AS REQUIRED TO MAINTAIN RATING OF SYSTEM.
27. WHERE THE EXHAUST DUCT IS CONCEALED WITHIN THE BUILDING CONSTRUCTION, THE EQUIVALENT LENGTH OF THE DUCT SHALL BE IDENTIFIED ON A PERMANENT LABEL OR TAG. THE LABEL OR TAG SHALL BE LOCATED WITHIN 6 FEET OF THE EXHAUST DUCT CONNECTION.
28. CONTRACTOR TO ORDER ALL FIRE/SMOKE DAMPERS WITH INTEGRAL SMOKE DETECTORS AND END STOP INDICATOR OPTIONS. VERIFY VOLTAGE WITH ELECTRICAL DRAWINGS. IF BUILDING IS EQUIPPED WITH FIRE ALARM SYSTEM ALL FIRE/SMOKE DAMPERS WILL BE CONNECTED TO BUILDING FIRE ALARM SYSTEM.
29. ALL MECHANICAL EQUIPMENT SHALL BE THOROUGHLY CLEANED OF ALL DIRT, OIL, CONCRETE, ETC. ANY DENTS, SCRATCHES OR OTHER VISIBLE BLEMISHES SHALL BE CORRECTED AND THE APPEARANCE OF THE EQUIPMENT MADE "LIKE NEW" AND TO THE SATISFACTION OF THE ARCHITECT/ENGINEER. UPON COMPLETION, AND BEFORE FINAL ACCEPTANCE OF THE WORK, ALL DEBRIS, RUBBISH, LEFTOVER MATERIALS, TOOLS AND EQUIPMENT SHALL BE REMOVED FROM THE SITE. PROTECTION OF WORK UNTIL FINAL ACCEPTANCE: PROTECT ALL MATERIALS AND EQUIPMENT FROM DAMAGE, ENTRANCE OF DIRT AND CONSTRUCTION DEBRIS FROM THE TIME OF INSTALLATION UNTIL FINAL ACCEPTANCE. ANY MATERIALS AND EQUIPMENT WHICH ARE DAMAGED SHALL BE REPAIRED TO "AS NEW" CONDITION OR REPLACED AT THE DIRECTION OF THE ARCHITECT/ENGINEER. WHERE FACTORY FINISHES OCCUR AND DAMAGE IS MINOR, FINISHES MAY BE TOUCHED UP. IF, IN THE OPINION OF THE ARCHITECT/ENGINEER THE DAMAGE IS EXCESSIVE, FACTORY FINISH SHALL BE REPLACED TO "NEW" CONDITION.
30. DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT AND EXTENT OF WORK. EXACT LOCATIONS AND ARRANGEMENT OF MATERIALS AND EQUIPMENT SHALL BE DETERMINED, WITH THE ACCEPTANCE OF THE ARCHITECT/ENGINEER, AS WORK PROGRESSES TO CONFORM IN THE BEST POSSIBLE MANNER WITH THE SURROUNDINGS AND WITH THE ADJOINING WORK OF OTHER TRADES. WHERE LOCATIONS OF EQUIPMENT, DEVICES OR FIXTURES ARE CONTROLLED BY ARCHITECTURAL FEATURES, ESTABLISH SUCH LOCATIONS BY REFERRING TO DIMENSIONS ON ARCHITECTURAL DRAWINGS AND NOT BY SCALING DRAWINGS.
31. IN CASE OF DIFFERENCES BETWEEN DRAWINGS AND SPECIFICATIONS, OR WHERE DRAWINGS AND SPECIFICATIONS ARE NOT CLEAR OR DEFINITE, THE SUBJECT SHALL BE REFERRED TO ARCHITECT/ENGINEER FOR CLARIFICATION AND INSTRUCTIONS.
32. ANY INTERRUPTION OF EXISTING MECHANICAL AND ELECTRICAL SERVICES SHALL BE COORDINATED IN ADVANCE WITH THE OWNER'S REPRESENTATIVE. THIS INCLUDES, BUT IS NOT LIMITED TO, SERVICES PROVIDING CHILLED WATER, ELECTRICITY, OR OTHER CRITICAL SYSTEMS AS MAY BE PERTINENT TO THIS PARTICULAR PROJECT. SERVICE INTERRUPTION TIMES AND DURATION OF INTERRUPTION OF SERVICES SHALL BE DECIDED BY THE OWNER. PROVIDE APPROPRIATE PROVISIONS (E.G., ISOLATION SHUT-OFF VALVES, DAMPERS, END CAPS, AND SIMILAR ITEMS) AS NECESSARY TO ACCOMMODATE THE REQUIRED SERVICE INTERRUPTIONS. IF SHUTDOWNS CANNOT BE ACCOMMODATED, PROVIDE MEANS FOR "WET" TAPPING OR "HOT" TAPPING OF PIPING SYSTEMS.
33. ALL ELECTRICAL DEVICES SHALL BE U.L. APPROVED.

NOTE: GENERAL NOTES , ABBREVIATIONS AND SYMBOLS ON THIS MECHANICAL SHEET ARE FOR GENERAL REFERENCE PURPOSES ONLY. ALL OF THESE MAY NOT BE USED FOR THIS PROJECT.

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REVISIONS:

Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JS/PJR/SP
Checked By:	LMS/BLS

MECHANICAL LEGEND

M000

100% Construction Documents

MECHANICAL SPECIFICATIONS

PART 1: GENERAL PROVISIONS: HEATING, VENTILATING AND AIR CONDITIONING:

PART 1 GENERAL PROVISIONS - HEATING, VENTILATING AND AIR CONDITIONING

1.1 RELATED DOCUMENTS:

A. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 1 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 REGULATIONS AND PERMITS:

A. ALL WORK SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

B. ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES:

B.1. FLORIDA BUILDING CODE 2023, 8TH EDITION.
B.2. NFPA 90A, STANDARD FOR THE INSTALLATION OF AIR-CONDITIONING AND VENTILATING SYSTEMS
B.3. NFPA 90B, STANDARD FOR THE INSTALLATION OF WARM AIR HEATING AND AIR-CONDITIONING SYSTEMS

C. WORK SHALL COMPLY WITH THE FOLLOWING STANDARDS:
C.1. AMERICAN SOCIETY OF HEATING, REFRIGERATION, AND AIR CONDITIONING ENGINEERS. (ASHRAE).
C.2. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME).
C.3. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
C.4. AMERICAN SOCIETY FOR TESTING AND MATERIALS. (ASTM)
C.5. UNDERWRITER'S LABORATORIES, INC. (UL).
C.6. SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA).
C.7. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION NEMA).
C.8. AMERICAN REFRIGERATION INSTITUTE (ARI).
C.9 ASSOCIATED AIR BALANCE COUNCIL (AABC).
C.10. AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA).
C.11. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
C.12. THERMAL INSULATION MANUFACTURER'S ASSOCIATION (TIMA).

D. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS AND PAY FOR ALL FEES, CHARGES AND PERMITS REQUIRED AS WELL AS FOR ALL HAULING, RIGGING AND TRANSPORTATION CHARGES.

1.3 DESCRIPTION OF WORK:

A. THE WORK INCLUDED IN THIS SECTION SHALL COMPRISE ALL LABOR, MATERIALS, EQUIPMENT, MACHINERY AND SERVICE INCIDENTAL TO THE INSTALLATION OF A COMPLETE HEATING, COOLING AND VENTILATION SYSTEM AS HEREINAFTER SPECIFIED, AND SHOWN ON DRAWINGS.

B. THE CONTRACTOR SHALL LAY OUT HIS OWN WORK AND COORDINATE HIS WORK WITH THAT OF OTHER TRADES AND BE RESPONSIBLE FOR ALL MEASUREMENTS.

C. ALL WORK SHALL BE SUBJECT TO APPROVAL OF OWNER OR HIS REPRESENTATIVE.

D. WHERE SINGLE POINT ELECTRICAL CONNECTION IS CALLED FOR, PROVIDE ADDITIONAL OVER CURRENT PROTECTION AND WIRING BEYOND SINGLE POINT CONNECTION FOR HEATER AND FAN WHEN UNIT HAS TWO POINTS OF CONNECTION.

E. THE MECHANICAL CONTRACTOR SHALL SURVEY SITE AND STUDY CONTRACT DOCUMENTS PRIOR TO BEGINNING CONSTRUCTION. ALL PROBLEMS CONCERNING COORDINATION OF DIFFERING TRADES, INTERFERENCES, LACK OF CEILING CAVITY SPACE, OR ANY PROBLEMS IN UNDERSTANDING THE SPECIFICATIONS HEREIN AND DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER PRIOR TO CONSTRUCTION.

F. THE MECHANICAL CONTRACTOR SHALL FIELD VERIFY ALL BUILDING CONDITIONS PRIOR TO START OF WORK. ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND WHAT IS SHOWN ON PLANS THAT AFFECT THE WORK SHALL BE BROUGHT TO THE ARCHITECT/ENGINEER'S ATTENTION IMMEDIATELY.

G. ALL ROOF-MOUNTED DEVICES, EQUIPMENT AND SYSTEMS SHALL BE CONSTRUCTED, DESIGNED AND FASTENED TO WITHSTAND WIND LOADS OF VELOCITIES UP TO 155 MPH. STRUCTURAL CALCULATIONS FOR ROOF-MOUNTED EQUIPMENT SHALL BE COMPLETED IN ACCORDANCE WITH FLORIDA BUILDING CODE REQUIREMENTS AND SUBMITTED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.

H. CONTRACTOR SHALL CHECK SIZE OF ENTRANCE WAYS TO MAKE SURE SUFFICIENT SPACE IS AVAILABLE FOR ENTRANCE OF EQUIPMENT.

I. THE WORK INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:
I.1. FURNISH AND INSTALL ALL DUCTLESS SPLIT SYSTEMS, AIR CONDITIONING UNITS, DUCTWORK, INSULATION, PIPING DUCT SMOKE DETECTORS, ELECTRIC RESISTANCE HEATERS, AIR DEVICES, AND CONTROLS NEEDED FOR A COMPLETE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM.

I.2. FURNISH AND INSTALL ALL CONDENSATE DRAINS AND SUPPORTS.

I.3. FURNISH AND INSTALL ALL TEMPERATURE CONTROLS AS HEREINAFTER SPECIFIED.

I.4. BALANCE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM SO AS TO MEET SCHEDULES AND FOR PROPER AC WORKING ORDER.

I.5. FURNISH AND INSTALL ALL DUCTWORK AS SHOWN ON PLANS AND AS HEREIN SPECIFIED.

I.6. FURNISH AND INSTALL ALL EXHAUST FANS AND SUPPLY FANS SPECIFIED HEREIN AND AS SHOWN ON DRAWINGS.

I.7. MECHANICAL CONTRACTOR SHALL PROVIDE ALL CONTROL WIRING REQUIRED TO PROVIDE A COMPLETE AUTOMATIC CONTROL SYSTEM. PROVIDE IN CONDUIT IN EXPOSED LOCATIONS AND WALLS, SUPPORT EVERY 3 FEET ABOVE CEILING USING J-HOOKS. CONTROL WIRING ABOVE CEILING SHALL BE PLENUM RATED.

J. THE ELECTRICAL PROVISIONS OF MECHANICAL WORK TO BE FURNISHED BY THE MECHANICAL CONTRACTOR CAN BE SUMMARIZED BY (BUT NOT LIMITED TO) THE FOLLOWING:

J.1. MOTORS AND MOTOR STARTERS.
J.2. CONTROL SWITCHES, PILOT LIGHTS, INTERLOCKS AND SIMILAR DEVICES.
J.3. HEATING COILS.
J.4. LOW VOLTAGE CONTROL WIRING.
J.5. OTHER EQUIPMENT, DEVICES, ETC., AS SPECIFIED AS MECHANICAL WORK IN THE FOLLOWING SPECIFICATIONS AND IN THE DRAWINGS.

1.4 PRODUCT HANDLING:

A. ALL MATERIALS SHALL BE HANDLED AND STORED IN A MANNER SO AS TO PREVENT DAMAGE. MATERIALS SHALL BE STORED UNDER COVER AND ABOVE GROUND.

B. ALL PRODUCTS SHALL BE SHIPPED TO THE JOB SITE IN UNOPENED CARTONS, CONTAINERS, ETC., AS RECEIVED FROM THE MANUFACTURER.

C. ALL ROOF MOUNTED AND/OR WALL MOUNTED AND/OR GROUND MOUNTED DEVICES: EQUIPMENT AND SYSTEMS SHALL BE CONSTRUCTED, DESIGNED AND FASTENED TO WITHSTAND WIND LOADS OF VELOCITIES UP TO 155 MPH. STRUCTURAL CALCULATIONS THUS EQUIPMENT SHALL BE COMPLETED IN ACCORDANCE WITH FLORIDA BUILDING CODE REQUIREMENTS AND SUBMITTED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA OR PRODUCTS SHALL BE LABELED TO MEET THE FLORIDA PRODUCT APPROVAL RATING.

PART 2 PRODUCTS:

2.1 DIRECT EXPANSION SPLIT SYSTEM AIR CONDITIONING UNITS

A. CABINET:
A.1. CONSTRUCTION: SINGLE WALL.
A.1.1. EXTERIOR CASING: GALVANIZED STEEL WITH BAKED-ENAMEL PAINT FINISH WITH LIFTING LUGS AND KNOCKOUTS FOR ELECTRICAL AND PIPING CONNECTIONS. PROVIDE CORROSION RESISTANCE COATING TO ALL EXTERIOR COILS.

B. INTERIOR CASING - GALVANIZED STEEL:
B.1. BASE RAILS: GALVANIZED-STEEL RAILS FOR MOUNTING ON HOUSEKEEPING PAD.
B.2. SERVICE DOORS: HINGED ACCESS DOORS WITH NEOPRENE GASKETS.
B.3. INTERNAL INSULATION: FIBROUS-GLASS DUCT LINING COMPLYING WITH ASTM C 1071, TYPE II.
B.3.1. THICKNESS: 1 INCH (25 MM).
B.3.2. INSULATION ADHESIVE: COMPLY WITH ASTM C 916, TYPE I.
B.4. MECHANICAL FASTENERS: GALVANIZED STEEL, SUITABLE FOR ADHESIVE ATTACHMENT, MECHANICAL ATTACHMENT, OR WELDING ATTACHMENT TO CASING WITHOUT DAMAGING LINER AND WITHOUT CAUSING AIR LEAKAGE WHEN APPLIED AS RECOMMENDED BY MANUFACTURER.
B.5. CONDENSATE DRAIN PANS: FORMED SECTIONS OF STAINLESS-STEEL SHEET DESIGNED FOR SELF-DRAINAGE. FABRICATE PANS WITH SLOPES TO PRECLUDE BUILDUP OF MICROBIAL SLIME. PROVIDE FLOAT SWITCH.

C. SUPPLY-AIR FAN:
C.1. FAN: FORWARD-CURVED CENTRIFUGAL; STATICALLY AND DYNAMICALLY BALANCED, GALVANIZED STEEL, MOUNTED ON SOLID-STEEL SHAFT WITH SELF-ALIGNING, PERMANENTLY LUBRICATED BALL BEARINGS.
C.2. MOTOR: TOTALLY ENCLOSED-SPEED MOTOR.
C.3. DRIVE: DIRECT DRIVE OR V-BELT DRIVE WITH MATCHING FAN PULLEY AND ADJUSTABLE MOTOR SHEAVES AND BELT ASSEMBLY WITH MINIMUM 1.4 SERVICE FACTOR.
C.4. MOUNTING: FAN WHEEL, MOTOR, AND DRIVES SHALL BE MOUNTED IN FAN CASING WITH SPRING ISOLATORS.

D. REFRIGERATION SYSTEM:
D.1. FABRICATE AND LABEL REFRIGERATION SYSTEM TO COMPLY WITH ASHRAE 15, "SAFETY CODE FOR MECHANICAL REFRIGERATION."
D.2. COMPRESSORS: RECIPROCATING OR SCROLL COMPRESSORS WITH INTEGRAL VIBRATION ISOLATORS, INTERNAL OVERCURRENT AND OVERTEMPERATURE PROTECTION, INTERNAL PRESSURE RELIEF.
D.3. EER AND COP: 13 EER AND 11.8 COP VALUES AS DEFINED BY ASHRAE/IESNA 90.1, "ENERGY EFFICIENT DESIGN OF NEW BUILDINGS EXCEPT LOW-RISE RESIDENTIAL BUILDINGS."
D.4. REFRIGERANT: R-410A ON ALL NEW SYSTEMS.
D.5. REFRIGERATION SYSTEM SPECIALTIES: EXPANSION VALVE WITH REPLACEABLE THERMOSTATIC ELEMENT
D.6. REFRIGERANT DRYER.
D.7. HIGH-PRESSURE SWITCH.
D.8. LOW-PRESSURE SWITCH.
D.9. THERMOSTAT FOR COIL FREEZE-UP PROTECTION DURING LOW AMBIENT TEMPERATURE OPERATION OR LOSS OF AIR.
D.10. BRASS SERVICE VALVES INSTALLED IN DISCHARGE AND LIQUID LINES.
D.11. OPERATING CHARGE OF REFRIGERANT.

E. CAPACITY CONTROL
E.1. HOT-GAS BYPASS REFRIGERANT CONTROL FOR CAPACITY CONTROL WITH CONTINUOUS DEHUMIDIFICATION ON A SINGLE COMPRESSOR.

F. REFRIGERANT COILS
F.1. EVAPORATOR AND CONDENSER COILS SHALL BE DESIGNED, TESTED, FABRICATED, AND RATED ACCORDING TO ARI 410 AND ASHRAE 33. COILS SHALL BE LEAK TESTED UNDER WATER WITH AIR AT 315 PSIG (2170 KPA). CONDENSER COILS SHALL BE COATED FROM THE FACTORY WITH A PHENOLIC EPOXY COATING TO MITIGATE COIL CORROSION OUTDOORS.
F.2. CAPACITY REDUCTION: CIRCUIT COILS FOR FACE CONTROL.
F.3. TUBES: COPPER.
F.4. FINS: ALUMINUM
F.5. FIN AND TUBE JOINT: MECHANICAL BOND.
F.6. SUCTION AND DISTRIBUTOR: SEAMLESS COPPER TUBE WITH BRAZED JOINTS.
F.7. COATING: PHENOLIC EPOXY CORROSION-PROTECTION COATING ON BOTH COILS.
F.8. SOURCE QUALITY CONTROL: TEST TO 450 PSIG (3105 KPA), AND TO 300 PSIG (2070 KPA) UNDERWATER.

G. CONDENSER FAN: PROPELLER TYPE, DIRECTLY DRIVEN BY MOTOR.

H. SAFETY CONTROLS:
H.1. COMPRESSOR MOTOR AND OUTSIDE-COIL FAN MOTOR LOW AMBIENT LOCKOUT.
H.2. OVERCURRENT PROTECTION FOR COMPRESSOR MOTOR AND OUTSIDE-COIL FAN MOTORS.

I. FILTERS:
I.1. COMPLY WITH NFPA 90A.
I.2. DISPOSABLE PLEATED FILTERS: 2-INCH- (50-MM-) THICK, FACTORY-FABRICATED, FLAT-PANEL-TYPE, DISPOSABLE AIR FILTERS WITH HOLDING FRAMES.
I.3. FILTER MEDIA TO BE INTERLACED GLASS FIBERS SPRAYED WITH NONFLAMMABLE ADHESIVE.
I.4. FILTER FRAMES TO BE GALVANIZED STEEL.

J. CONTROLS
J.1. FACTORY-WIRE CONNECTION FOR CONTROLS' POWER SUPPLY.
J.2. CONTROL DEVICES, INCLUDING SENSORS, TRANSMITTERS, RELAYS, SWITCHES, THERMOSTATS, HUMIDISTATS, DETECTORS, OPERATORS, ACTUATORS, AND VALVES, SHALL BE MANUFACTURER'S STANDARD ITEMS TO ACCOMPLISH INDICATED CONTROL FUNCTIONS.
J.3. UNIT CONTROLS: SOLID-STATE CONTROL BOARD AND COMPONENTS WITH FIELD-ADJUSTABLE CONTROL PARAMETERS.
J.4. SUPPLY-FAN CONTROL: UNITS SHALL BE ELECTRICALLY INTERLOCKED WITH CORRESPONDING EXHAUST FANS, TO OPERATE CONTINUOUSLY WHEN EXHAUST FANS ARE RUNNING. TIME CLOCK SHALL SWITCH OPERATION FROM OCCUPIED TO UNOCCUPIED. NIGHT SETBACK THERMOSTAT SHALL CYCLE FAN DURING UNOCCUPIED PERIODS TO MAINTAIN SPACE TEMPERATURE.
J.5. TIMER: SEVEN-DAY ELECTRONIC CLOCK.

K. OPTIONS:
K.1. WHERE INDICATED ON THE PLANS, SCHEDULES OR DETAILS PROVIDE THE FOLLOWING:
K.1.1. HIGH STATIC FAN.
K.1.2. VFD ON FAN FOR VARIABLE AIR VOLUME CONTROL.
K.1.3. HOT GAS REHEAT MODULE WITH DEHUMIDIFICATION CAPABILITIES AND ASSOCIATED CONTROLS.
K.1.4. INTEGRAL DISCONNECT.
K.1.5. SINGLE POINT POWER.

2.2 CONDENSATE PIPING:

CONDENSATE PIPING SHALL BE TYPE "M" COPPER OR SCHEDULE 40 PVC. IF COPPER IS USED, INSULATE WITH 1" ARMAFLEX OR APPROVED EQUAL. TRANSITION TO COPPER SHALL BE MADE BEFORE PIPE ENTERS RETURN AIR PLENUM. DO NOT INSTALL PVC PIPING IN ANY RETURN AIR PLENUM. ARMAFLEX SHALL BE RATED FOR USE IN RETURN AIR PLENUM. PAINT ARMAFLEX INSULATION IN EXTERIOR LOCATIONS WITH ALUMINUM JACKETING, FITTINGS AND STRAPPING FOR UV AND PHYSICAL PROTECTION. INSTALL SHALL YIELD CONDENSATE FREE OPERATION AND SHALL BE IN ACCORDANCE TO MANUFACTURER'S RECOMMENDATIONS.

A. MINIMUM CONDENSATE PIPING SIZE SHALL BE AS FOLLOWS:

UP TO	5 TONS	1"
5 TO	30 TONS	1-1/4"
LARGER THAN	30 TONS	2"

BASED ON TOTAL CAPACITY OF A/C UNITS CONNECTED TO BRANCH OR MAIN CONDENSATE DRAIN.

2.3 REFRIGERANT PIPING:

A. REFRIGERANT PIPING SHALL BE HARD TEMPERED, SEAMLESS COPPER TUBING TYPE L-ARC CONFORMING TO ASTM SPECIFICATION B-88. MANUFACTURERS NAME OR TRADEMARK AND TYPE OF TUBING SHALL BE IDENTIFIED AT 3-FOOT INTERVALS. FITTINGS SHALL BE FROST PROOF TYPE AND ELBOWS SHALL BE LONG RADIUS SOLDER TYPE. WHEN ASSEMBLING CUT PIPE SQUARE, CLEAN AND POLISH TUBE ENDS ALSO INNER SURFACE OF FITTINGS. APPLY FLUX AND SOLDER JOINTS AS RECOMMENDED BY MANUFACTURER OF SOLDER TYPE FITTINGS. SOLDER WITH 15% SILVER CONTENT, EQUAL TO SIL-FLOS 15.

B. REFRIGERANT PIPING SHALL BE SIZED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. INSULATE SUCTION LINES WITH 1" ARMAFLEX, RATED FOR USE IN RETURN PLENUM. COVER ARMAFLEX INSULATION IN EXTERIOR LOCATIONS WITH ALUMINUM JACKETING, FITTINGS AND STRAPPING FOR UV AND PHYSICAL PROTECTION.

2.4 DUCTWORK:

A. ALL DUCTWORK SHALL BE FABRICATED AND INSTALLED IN STRICT ACCORDANCE WITH SMACNA STANDARDS.

B. OUTSIDE AIR DUCTWORK AND PLENUMS SHALL BE LOW PRESSURE GALVANIZED METAL DUCT (GALVANIZED STEEL, G90TYPE) WITH 2" FIBERGLASS WRAP AND VAPOR BARRIER.
B.1. IF FOUND ACCEPTABLE TO THE OWNER AND ENGINEER, FIBERGLASS DUCT BOARD CAN BE USED IN PLACE OF SHEET METAL DUCTWORK. FIBERGLASS DUCTBOARD SHALL HAVE ACHIEVE SAME MIN. R-VALUE (MIN. 1" THICKNESS). INTERIOR FACE (AND/OR ANY SURFACE COMMUNICATING WITH THE AIR STREAM) SHALL HAVE ANIT-MICROBIAL COATING.

C. EXHAUST AIR DUCTWORK SHALL BE LOW PRESSURE GALVANIZED METAL DUCT (GALVANIZED STEEL, 590 TYPE). INSULATE DUCTWORK WITHIN 10FT OF EXTERIOR TERMINATION POINT WITH 2" FIBERGLASS WRAP AND VAPOR BARRIER. DUCTWORK FURTHER THAN 10FT FROM EXTERIOR TERMINATION POINT DOES NOT NEED TO BE INSULATED IF LOCATED WITHIN A PLENUM OR CONDITIONED AREA.

D. SUPPLY AND RETURN DUCTWORK SHALL BE LOW OR MEDIUM PRESSURE GALVANIZED G90 TYPE SHEET METAL DUCT AND SHALL BE EXTERNALLY WRAPPED WITH 2" FIBERGLASS INSULATION (MIN. R-6) AND VAPOR BARRIER.
D.1. LOW PRESSURE DUCTWORK SHALL BE ANY DUCTWORK CONVEYING AIR OR GASES LESS THAN 2000FPM OR LESS THAN 2.0" INCHES W.C..
D.2. MEDIUM PRESSURE DUCTWORK SHALL BE DUCTWORK CONVEYING AIR OR GASES ABOVE 2000FPM OR 2.0" W.C. OR HIGHER.
D.3. DUCTWORK SHALL BE CONSTRUCTED TO ADHERE TO THE ASSOCIATED SMACNA DUCT PRESSURE CLASS REQUIREMENTS/STANDARDS.
D.4. IF FOUND ACCEPTABLE TO THE OWNER AND ENGINEER, FIBERGLASS DUCT BOARD CAN BE USED IN PLACE OF SHEET METAL DUCTWORK. FIBERGLASS DUCTBOARD SHALL HAVE ACHIEVE SAME MIN. R-VALUE (MIN. 1" THICKNESS). INTERIOR FACE (AND/OR ANY SURFACE COMMUNICATING WITH THE AIR STREAM) SHALL HAVE ANIT-MICROBIAL COATING.

E. FURNISH AND INSTALL ALL EXTRACTORS, TURNING VANES, SPLITTER DAMPERS, FIRE DAMPERS, ETC., PER SMACNA AND AS SHOWN ON PLANS.

F. SEAL DUCTWORK AFTER INSTALLATION TO SEAL CLASS RECOMMENDED, AND METHOD PRESCRIBED IN SMACNA STANDARDS.

G. ALL DUCTWORK INSTALLED IN AN ATTIC, OR OTHER UNCONDITIONED SPACE, SHALL BE INSULATED. ALL METAL SUPPLY DUCTWORK INSTALLED IN A VENTILATED CRAWL SPACE OR OTHER NONCONDITIONED AREA SHALL BE INSULATED. INSULATION SHALL BE A MINIMUM 2 IN THICK, 3/4 POUND DENSITY BLANKET OR 1 IN THICK, 1-1/2 LB. DENSITY LINER. WHEN DUCTS USED FOR COOLING ARE EXTERNALLY INSULATED, THE INSULATION SHALL BE COVERED WITH A VAPOR BARRIER HAVING A MAXIMUM PERMEANCE OF 0.05 PERMS OR ALUMINUM FOIL HAVING A MINIMUM THICKNESS OF 2 MILS. WHEN NONMETALLIC DUCTS OR OTHER APPROVED INSULATING OR LINING MATERIALS ARE USED, THE MAXIMUM THERMAL CONDUCTANCE VALUE OF THE MATERIAL SHALL BE 0.23 AT 75 □ F. ALL EXTERIOR DUCTS AND INSULATION, SHALL BE PROPERLY PROTECTED WITH AN APPROVED WEATHERPROOF VAPOR BARRIER.

H. ALL EXTERIOR DUCTWORK SHALL BE SHEETMETAL DUCTWORK WITH EXTERNAL RIGID FIBERGLASS INSULATION (MIN. R-7) WITH CORNER ANGLES AND SHEET METAL JACKETING SEALED WITH FLEX-CLAD 400.

I. VIBRATION ISOLATION CONNECTORS BETWEEN DUCTS AND MECHANICAL SYSTEMS SHALL BE OF AN APPROVED FLAME RETARDANT FABRIC, AND SHALL BE 10 IN OR LESS IN LENGTH. ON COMMERCIAL SYSTEMS, A SLEEVE JOINT PACKED WITH AN APPROVED MATERIAL HAVING A MAXIMUM FLAMESPREAD RATING OF 25 AND MAXIMUM SMOKE DEVELOPED RATING OF 50 MAY BE USED.

2.5 EXHAUST AND VENTILATION FANS:

A. PROVIDE EXHAUST FANS AS SCHEDULED. ALL DIRECT DRIVE FANS SHALL BE FURNISHED WITH A SPEED CONTROLLER. ANY ECM MOTORS SHALL BE FURNISHED WITH A POTENTIOMETER SPEED CONTROLLER. ALL ROOFTOP FANS SHALL BE FURNISHED WITH A MANUFACTURER FABRICATED ROOF CURB (ACCOUSTICALLY INSULATED WHERE NOTED ON THE SCHEDULE). WHERE FOUND FULLY COMPLIANT WITH THIS SPECIFICATIONS SECTION AND EQUIVALENT TO THE SCHEDULED EQUIPMENT, FANS FROM THE FOLLOWING MANUFACTURER'S ARE ACCEPTABLE: GREENHECK, LOREN COOK AND PENNBARRY. CORPORATE APPROVAL IS REQUIRED FOR ANY UNIT NOT SPECIFICALLY PRESCRIBED BY DIP 3.4 APPENDIX A. ALTERNATE UNITS WILL BE REVIEWED BY CORPORATE CONSULTING ENGINEER AT FRANCHISEE EXPENSE.

B. PROVIDE CENTRIFUGAL ROOF EXHAUST FANS:

1. DIRECT OR ADJUSTABLE PITCH BELT DRIVE AS SCHEDULED.
2. HOUSING HEAVY GAUGE, ALUMINUM, WEATHERPROOF.
3. WHEELS CENTRIFUGAL TYPE.
4. MOTOR OUTSIDE OF AIR STREAM IN ISOLATED MOTOR COMPARTMENT WITH FORCED OUTSIDE AIR COOLING FAN MOTOR.
5. FAN AND MOTOR ON VIBRATION ISOLATION MOUNTS.
6. MOTORS CONTINUOUS DUTY TYPE PERMANENTLY LUBRICATED BEARINGS HAVING A MINIMUM AVERAGE LIFE OF L10-40,000 HOURS. FACTORY WIRED TO JUNCTION BOX WITH DISCONNECT SWITCH.
7. TIP SPEED AND MOTOR HORSEPOWER SHALL NOT EXCEED CATALOG RATINGS.
8. ACCESSORIES TO INCLUDE 18" SOUND ATTENUATING CURB, BIRD SCREEN, BACK DRAFT DAMPER AND HINGED SUB_BASE FOR DAMPER ACCESS

2.6 CONTROLS:

A. THERMOSTATS:

A.1. PROVIDE WIFI THERMOSTAT. THERMOSTAT SHALL BE EITHER "HONEYWELL TH8321WF" OR "ECOBEE3". NO SUBSTITUTIONS ALLOWED. THERMOSTAT SHALL HAVE MULTIPLE STAGE APPLICATIONS, AUTOMATIC CHANGEOVER, 7-DAY PROGRAM WITH AUTO-ON FAN AND AUTO-OFF SYSTEM SWITCHES. REFER TO THERMOSTAT DIAGRAM. UNIT SHALL BE FULLY COMPATIBLE WITH UNIT SERVED.

2.7 SEALANTS:

A. ALL VOIDS, CRACKS, HOLES AND SPACES AROUND DUCTS AND PIPES PENETRATING FIRE RATED CEILINGS AND WALLS SHALL BE SEALED USING 3 M BRAND "FIRE BARRIER" CAULK # CP 25 OR PUTTY #303. THE CAULK OR PUTTY SHALL BE A ONE PART, INTUMESCENT ELASTOMER. UNDER NORMAL ENVIRONMENTAL CONDITIONS THE MATERIAL SHALL BE NON CORROSIVE TO METAL. WHEN EXPOSED TO FLAME OR HEAT, IT SHALL BE CAPABLE OF EXPANDING UP TO 10 TIMES.

2.8 HANGARS AND SUPPORTS:

A. PIPE HANGERS: WHERE NEEDED, SHALL BE GRINNEL #260 CLEVIS TYPE, 5'-0" ON CENTER, SECURELY ATTACHED TO BUILDING CONSTRUCTION. SPACE AT MIN. 5'-0" INTERVALS.

B. PIPE SUPPORT:
ATTACH LINES SECURELY ALONG PAD/FLOOR/EQUIPMENT/STRUCTURE TO PREVENT MOVEMENT. SUPPORT IN A MANNER THAT LINES DO NOT HANG FROM EVAPORATOR CONNECTIONS OR BLOCK ACCESS TO FILTERS, CONTROLS, ETC.

SUPPORT AT MIN. 8'-0" INTERVALS FOR VERTICAL PIPES, 5'-0" FOR SUSPENDED HORIZONTAL PIPING.

C. PROVIDE ALL NECESSARY HANGER RODS, CLAMPS AND ATTACHMENTS TO PROPERLY INSTALL AND SUPPORT DUCTWORK, PIPING AND EQUIPMENT FROM THE BUILDING STRUCTURE. PROVIDE ANY ANGLE IRON OR UNISTRUT AND SUSPENSION RODS REQUIRED TO INSTALL EQUIPMENT, PIPING AND DUCTWORK ALL SUPPORTS EXPOSED TO OUTDOORS SHALL BE CLEANED, PRIMED AND PAINTED TO PREVENT RUSTING. FINISH COLOR AS SELECTED BY OWNER. THE USE OF BALING WIRE OR PERFORATED METAL STRAPPING IS NOT ACCEPTABLE FOR SUPPORTS.

PART 3 EXECUTION:

3.1 ERECTION AND WORKMANSHIP:

A. THE CONTRACTOR SHALL ADAPT HIS WORK TO JOB CONDITIONS AND MAKE SUCH CHANGES AS REQUIRED AND PERMITTED BY THE ARCHITECT, SUCH AS MOVING HIS WORK TO CLEAR BEAMS, JOISTS, LIGHT FIXTURES, AND ADJUSTING HIS RISERS OR OTHER APPARATUS TO AVOID INTERFERENCES WITH WINDOWS AND OPENINGS; OR RAISING OR LOWERING HIS WORK TO PERMIT THE PASSING OF DUCTWORK OR THE WORK OF OTHER TRADES; ALL AS REQUIRED OR AS JOB CONDITIONS DICTATE, WITHOUT ANY ADDITIONAL COSTS TO THE OWNER.

B. ALL APPLIANCES AND EQUIPMENT SHALL BE INSTALLED AND CONNECTED WITH THE BEST ENGINEERING PRACTICES AND IN ACCORDANCE WITH THE MANUFACTURERS BEST INSTRUCTIONS AND RECOMMENDATIONS. ALL PIPING, VALVES, CONNECTIONS, AND SIMILAR ITEMS RECOMMENDED BY THE MANUFACTURER OR AS REQUIRED FOR PROPER OPERATION SHALL BE PROVIDED COMPLETE, WITHOUT ADDITIONAL COST TO THE OWNER.

C. ALL PIPES, FIXTURES, TRAPS, EQUIPMENT, AND OTHER PARTS OF THE CONTRACTOR'S WORK SHALL BE PROTECTED AGAINST INJURY BY FREEZING OR OTHER MEANS DURING CONSTRUCTION. CONTRACTOR SHALL IDENTIFY ALL ITEMS REQUIRED FOR COMPLETE INSTALLATION AND COMPARE TO EQUIPMENT TO BE FURNISHED. ANY ADDITIONAL REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO INSTALLATION.

D. UPON COMPLETION, AND BEFORE FINAL ACCEPTANCE OF THE WORK, ALL DEBRIS, RUBBISH, LEFTOVER MATERIALS, TOOLS, AND EQUIPMENT SHALL BE REMOVED FROM THE SITE.

E. ALL SECTIONS OF THE HEATING AND COOLING SYSTEM, UPON COMPLETION, SHALL BE THOROUGHLY CLEANED TO REMOVE ALL DIRT, DEBRIS, ETC., BEFORE THE SYSTEM IS PUT INTO OPERATION.

3.2 GUARANTEE AND SERVICE:

A. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR AFTER DATE OF ACCEPTANCE WITH AN ADDITIONAL FOUR (4) YEAR WARRANTY ON ALL COMPRESSORS, AND SHALL REPAIR OR REPLACE AT NO ADDITIONAL COST TO THE OWNER, ANY PART THEREOF WHICH MAY BECOME DEFECTIVE WITHIN THE PERIOD OF GUARANTEE, ORDINARY WEAR AND TEAR EXPECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND PAY FOR ANY DAMAGE CAUSED BY OR RESULTING FROM DEFECTS IN HIS WORK.

B. IN ADDITION, CONTRACTOR SHALL PROVIDE FREE SERVICE, INSPECTION AND ADJUSTMENT OF THE COMPLETE SYSTEM, INCLUDING ALL CONTROLS, AND ANY NECESSARY BALANCING AND ADJUSTMENTS WHICH MAY DEVELOP FOR ONE (1) YEAR BEGINNING FROM DATE OF ACCEPTANCE EXCEPT FOR OILING OF MOTORS AND REPLACING AIR FILTERS.

3.3 TEST AND BALANCE:

A. MECHANICAL CONTRACTOR SHALL TEST AND BALANCE ALL AIR AND WATER SYSTEMS IN ACCORDANCE WITH AND BY A CERTIFIED TEST AND BALANCE AGENCY IN ACCORDANCE WITH ASSOCIATED AIR BALANCE COUNCIL (AABC).

B. THE HEATING, VENTILATING AND/OR COOLING SYSTEMS INSTALLED UNDER THIS CONTRACT SHALL BE TESTED TO DEMONSTRATE THAT SPECIFIED CAPACITIES OF THE VARIOUS PARTS OF THE SYSTEM AS SHOWN ON THE DRAWINGS CAN BE MET.

C. A DIRECT READING VELOCITY INSTRUMENT THAT HAS BEEN RECENTLY TESTED AND CALIBRATED SHALL BE USED TO TEST THE AIR FLOW IN THE VARIOUS DUCT INLETS AND OUTLETS.

D. THE CONTRACTOR SHALL REGULATE AND ADJUST ALL SPLITTER, DEFLECTORS AND DAMPERS SO THAT THE INLET OR OUTLET SHALL DELIVER OR REMOVE THE REQUIRED NUMBER OF CUBIC FEET OF AIR PER MINUTE (CFM) AT THE RESPECTIVE OPENINGS.

E. THIS SHALL INCLUDE SETTING UP DAMPER POSITION FOR MINIMUM OUTSIDE AIR DAMPERS AND SHALL BE MARKED AS SAME.

F. ALL TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE CONSTRUCTION SUPERINTENDENT, OR HIS REPRESENTATIVE AND HE SHALL BE NOTIFIED 2 DAYS PRIOR TO THE TIME OF TESTING.

G. THE CONTRACTOR SHALL FURNISH ALL INSTRUMENTS, TESTING EQUIPMENT AND PERSONNEL THAT MAY BE REQUIRED FOR THE TESTS.

H. THE CONTRACTOR SHALL SUBMIT TO ARCHITECT/ENGINEER TWO (2) COPIES OF HIS FINAL CERTIFIED TEST READINGS WITH THE FOLLOWING INFORMATION:

1. STATIC RESISTANCE IN INCHES OF WATER INTAKE AND DISCHARGE FOR EACH SYSTEM.
2. THE RPM OF EACH FAN OR UNIT.
3. THE VOLUME OF AIR HANDLED BY EACH FAN OR UNIT (QUANTITIES OF SUPPLY, RETURN, OUTSIDE AIR).

3.4 VIBRATION AND NOISE:

A. PROVIDE APPROVED VIBRATION ISOLATORS AND ACOUSTIC INSULATION AS REQUIRED TO ELIMINATE ANY OBJECTIONABLE NOISE OR VIBRATION RESULTING FROM THE OPERATING OF THE AIR CONDITIONING, HEATING AND VENTILATING SYSTEMS.

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PRELIMINARY

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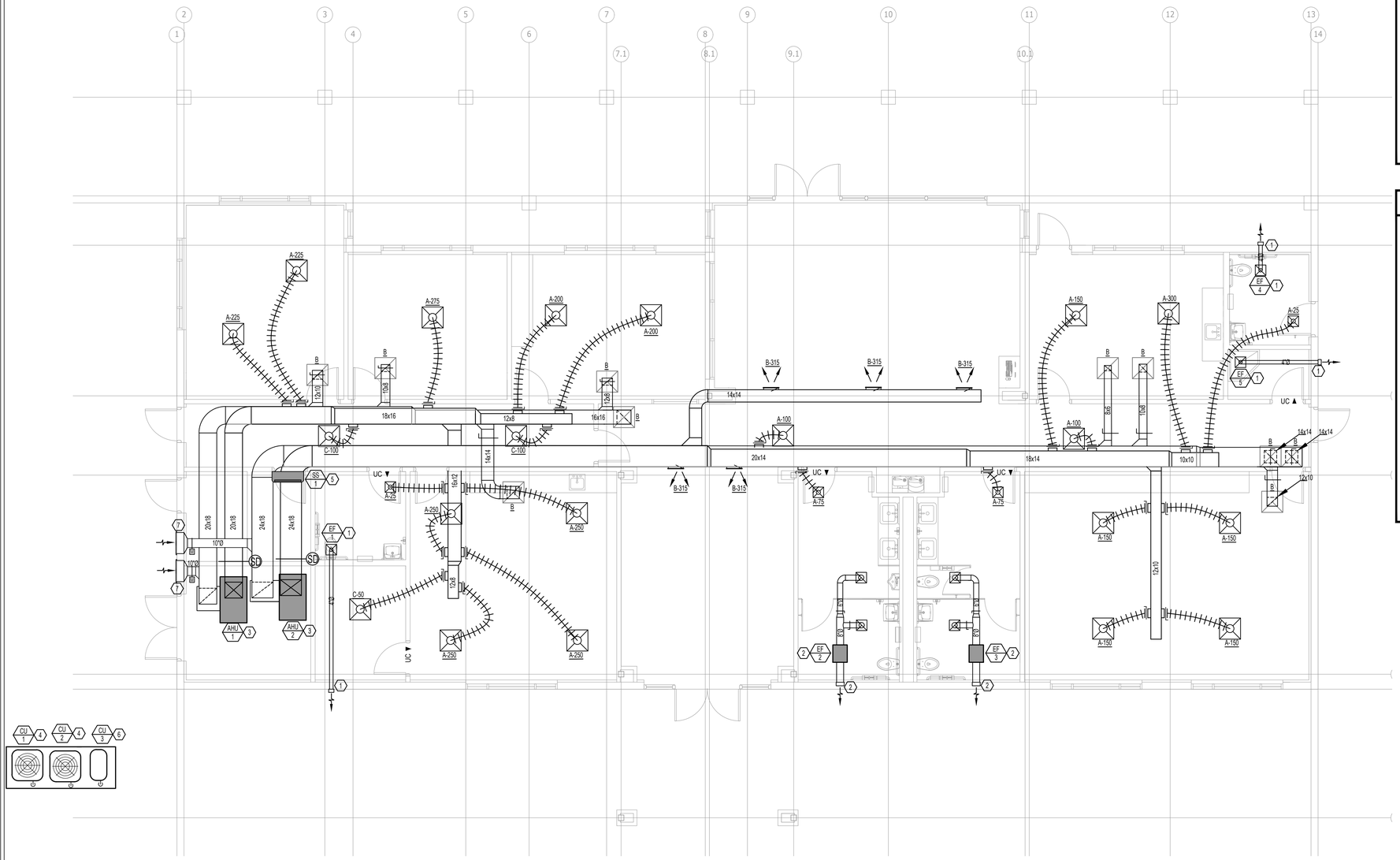

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO COMPLY WITH ALL APPLICABLE LOCAL AND STATE CODES AND STANDARDS.
2. DRAWINGS ARE DIAGRAMMATIC ONLY AND REPRESENT THE GENERAL SCOPE OF THE WORK. PRIOR TO SUBMITTING BID, VISIT THE JOB SITE TO OBSERVE THE EXISTING CONDITIONS OF THE PROJECT. REVIEW GENERAL NOTES. SPECIFICATIONS AND PLANS FOR ADDITIONAL REQUIREMENTS THAT MAY NOT BE SPECIFICALLY CALLED OUT IN THIS PORTION OF THE CONSTRUCTION DOCUMENTS. NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO SUBMISSION OF BID.
3. PROVIDE DUCT ACCESS DOOR FOR ALL S/FDPR, SDPR AND FDPR.
4. PROVIDE A VOLUME DAMPER ON ALL BRANCH DUCTWORK AND ANY RUNOUT TO A SUPPLY DIFFUSER, RETURN GRILLE OR EXHAUST GRILLE, WHETHER SHOWN OR NOT ON THE DRAWINGS.
5. ALL VOLUME DAMPERS INSTALLED ABOVE GYPSUM BOARD CEILING SHALL HAVE A REMOTELY OPERATED DAMPER.
6. FULLY COORDINATE CEILING MOUNTED AIR TERMINAL DEVICES WITH THE ARCHITECTURAL REFLECTED CEILING PLANS AND OTHER CEILING MOUNTED DEVICES PRIOR TO INSTALLATION.
7. SEE AIR DEVICE SCHEDULE FOR DIFFUSER/GRILL NECK AND/OR DUCT CONNECTION SIZES.
8. ALL EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS. MAINTAIN ALL MANUFACTURER'S RECOMMENDED SERVICE CLEARANCES AROUND EACH PIECE OF EQUIPMENT.
9. DO NOT LOCATE ANY MECHANICAL INTAKE (I.E. ROOF OA INTAKE HOOD) WITHIN 10FT OF ANY MECHANCIAL EXHAUST POINT/EXHAUST FAN.
10. PROVIDE ACCESS TO ALL COMPONENTS REQUIRING PERIODIC INSPECTION AND SERVICE THAT ARE LOCATED WITHIN THE SPACE OR REQUIRE ACCESS THROUGH THE SPACE. LABEL ACCESS DOORS AND PANELS OR CEILING TILES UTILIZED FOR ACCESS WITH THE NAME OF THE HIDDEN COMPONENT(S). DEMONSTRATE ACCESS TO ALL HIDDEN COMPONENTS FOR THE FIELD REPRESENTATIVE PRIOR TO OCCUPANCY.
11. PROVIDE ALL NECESSARY TRANSITIONS AND OFFSETS AND OFFSETS IN SUPPLY AND RETURN AIR DUCTWORK TO AVOID STRUCTURE, WATER, GAS, SPRINKLER PIPING, OTHER DUCTWORK, OTHER TRADES, ETC.

KEY NOTES: ⟨X⟩

1. ROUTE 4"Ø EXHAUST DUCT FROM EXHAUST FANS (EF-1, EF-4, & EF-5) TO EXTERIOR WALL CAP. INSTALL PER MANUFACTURERS INSTALLATION INSTRUCTIONS AND PAINT WALL CAP TO MATCH ADJACENT SURFACE.
2. ROUTE 8"Ø EXHAUST DUCT FROM EXHAUST FANS (EF-2,& EF-3) TO EXTERIOR WALL CAP. INSTALL PER MANUFACTURERS INSTALLATION INSTRUCTIONS AND PAINT WALL CAP TO MATCH ADJACENT SURFACE.
3. PROVIDE (2) NEW AIR HANDLER UNITS (AHU-1 & AHU-2). MOUNT AIR HANDLERS ON STAND PER DETAIL AND ROUTE REFRIGERANT LINES WITHIN MECHANICAL CLOSET WALL DOWN THRU FLOORS AND UNDER SLAB TO GROUND MOUNTED CONDENSING UNITS. ROUTE CONDENSATE PIPING TO EXTERIOR AND TERMINATE A MINIMUM OF 8" ABOVE GREENERY OR SHRUBBERY. ROUTE REFRIGERANT LINES PER MANUFACTURERS INSTALLATION INSTRUCTIONS. AIR HANDLER SHALL BE A VERTICAL UNIT WITH THE SUPPLY AIR DISCHARGE AT THE TOP AND A FRONT RETURN. SUPPLY AIR DUCTWORK TO BE ROUTED ABOVE RETURN AIR DUCTWORK
4. INSTALL CONDENSING UNITS ON 4" TURNED DOWN HOUSEKEEPING PAD EXTENDING 6" IN ALL DIRECTIONS FROM EQUIPMENT. COORDINATE EXACT CONDENSING UNIT LOCATIONS WITH OWNER AND UTILITIES. ROUTE REFRIGERANT LINES FROM EXTERIOR CONDENSING UNIT TO AIR HANDLING UNIT. ROUTE, SIZE AND INSULATE PER MANUFACTURER'S RECOMMENDATIONS. COAT ALL EXPOSED EXTERIOR INSULATION WITH 2 COATS OF MOISTURE AND UV PROTECTANT.
5. DUCTLESS MINI-SPLIT MOUNTED ABOVE DOOR. PROVIDE WITH MANUFACTURER'S CONDENSATE PUMP AND ROUTE 1-1/4" CONDENSATE PIPING, WITH P-TRAP, TO EXTERIOR AND TERMINATE A MINIMUM OF 8" ABOVE GREENERY OR SHRUBBERY. ROUTE REFRIGERANT LINES FROM INDOOR UNIT, UP WITHIN WALL, TO ROOF MOUNTED CONDENSING UNIT. INSULATE AND SIZE REFRIGERANT LINES PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND COAT ALL EXPOSED REFRIGERANT PIPING INSULATION WITH 2 COATS OF UV AND MOISTURE PROTECTION.
6. DUCTLESS MINI-SPLIT CONDENSING UNIT. MOUNT ON 4" TURNED DOWN HOUSEKEEPING PAD AND COORDINATE DISCONNECT LOCATION WITH ELECTRICAL CONTRACTOR. COORDINATE EXACT CONDENSING UNIT LOCATION WITH OWNER AND UTILITIES.
7. PROVIDE OUTSIDE AIR LOUVER ON EXTERIOR WALL, EQUAL TO "RUSKIN EME520MD 24"x12". INSTALL PER MANUFACTURERS INSTALLATION INSTRUCTIONS AND PAINT LOUVER TO MATCH ADJACENT SURFACE.

1 M201 FLOOR PLAN – MECHANICAL
SCALE: 3/16" = 1'–0"

NORTH

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NEW SMYRNA BEACH AIRPORT
Administration Building

602 Skyline Drive
New Smyrna Beach, FL 32168

REVISIONS:	
Project No.:	24-01002
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Drawn By:	JS/PJR/SP
Checked By:	LMS/BLS

FLOOR PLANS
MECHANICAL

M201

100% Construction Documents

AIR DISTRIBUTION SCHEDULE

MARK	CFM	NECK / NOM. DUCT SIZE	DESCRIPTION
A	0-125 126-225 226-350 351-500	6" 8" 10" 12"	SERVICE: SUPPLY BASIS OF DESIGN: TITUS TMS-AA MATERIAL: ALUMINUM OPPOSED BLADE DAMPER: NO COLOR: PER ARCHITECTURAL PLANS FACE SIZE: 24X24 UNLESS SHOWN AS 12X12 ON PLAN
B	0-110 111-220 221-350 351-530 531-730 731-970 971-1000 1001-1540 1541-1880	AS SHOWN ON PLAN	SERVICE: RETURN/EXHAUST BASIS OF DESIGN: TITUS 50F MATERIAL: ALUMINUM OPPOSED BLADE DAMPER: NO COLOR: PER ARCHITECTURAL PLANS PATTERN: EGGCRATE FACE SIZE: 24X24 UNLESS SHOWN AS 12X12 ON PLAN BACK PAN: 22X22X3
C	0-110 111-145 146-175 176-225 226-275 276-310 311-350 351-500	6X6 8X6 10X6 12X6 14X6 or 12x8 18x6 12x10 18x10	SERVICE: SUPPLY - SIDEWALL BASIS OF DESIGN: TITUS 300FL MATERIAL: ALUMINUM OPPOSED BLADE DAMPER: YES COLOR: WHITE DOUBLE DEFLECTION 3/4" BLADE SPACING

NOTES:
1. AIR DISTRIBUTION DEVICES WITHIN ACOUSTICAL TILE CEILINGS SHALL BE PROVIDED WITH BORDER FOR LAY-IN MOUNTING. AIR DISTRIBUTION DEVICES LOCATED WITHIN GYPSUM BOARD CEILINGS OR WALLS SHALL BE PROVIDED WITH BORDER TYPE FOR SURFACE MOUNTING.
2. AIR DISTRIBUTION DEVICES LOCATED IN SMALL ROOMS WHERE FULL 24X24 GRID ARE NOT AVAILABLE SHALL BE PROVIDED WITH SURFACE MOUNTING BORDERS IN LIEU OF LAY-IN. SECURE EACH DEVICE TO CEILING GRID WITH FIELD-FABRICATED SUPPORTS
3. MAX NC AT ANY AIR DEVICE SHALL BE NC-20.

DX SPLIT SYSTEM - CONDENSING UNIT SCHEDULE

UNIT NO.	SECTION BASED ON		SERVING	UNIT DATA				CONDENSER FAN MOTOR				COMPRESSOR DATA						UNIT ELECTRIC DATA					NOTES
	MANUFACTURER	MODEL		GROSS CAP. (MBH)	EER / (SEER)	COND. EAT F	REFRIG TYPE	QTY	HP (EACH)	VOLT	PH	QTY	STAGES	VOLT	PH	RLA (EACH)	LRA (EACH)	VOLT	PH	FLA	MCA	MOCP	
CU-1	LENNOX	EL072XCSS	AHU-1	72	(16)	95	R-410A	1	1/3	208	3	1	2	208	3	17.6	136	208	3	2.4	25	40	1
CU-2	LENNOX	EL090XCSS	AHU-2	90	(16)	95	R-410A	1	1/2	208	3	1	2	208	3	26.9	165	208	3	3	37	60	1

NOTES:
1. MOUNT UNIT ON 4" TURNED DOWN HOUSEKEEPING PAD WITH MIAMI DADE RATED HARDWARE TO MEET ALL APPLICABLE WINDLOADING REQUIREMENTS.

DX SPLIT SYSTEM INDOOR UNIT SCHEDULE

UNIT NO.	SELECTION BASED ON		FAN DATA						COIL DATA							UNIT ELECTRICAL DATA						UNIT WEIGHT	NOTES
	MANUFACTURER	MODEL	TOTAL AIRFLOW (CFM)	OUTSIDE AIR (CFM)	EXT. STATIC P. (IN H20)	MOTOR DATA			NET COOLING CAPICITY (MBH)	NET SENSIBLE CAPICITY (MBH)	MAX CC LAT (°F) DB	HOT GAS REHEAT COIL DATA		ELEC. HEATER DATA		VOLT	PH	BLOWER MOTOR FLA	MCA	MOCP			
						HP	VOLT	PH				HOT GAS REHEAT COIL	HOT GAS REHEAT COIL LAT (°F) DB	KW	LAT (DEG-F)								
AHU-1	LENNOX	EL072XASS	2400	300	0.5	1.5	208	1	72	71	55.0	YES	70.0	15	85	208	3	5.7	47	50	199	1,3,4,5	
AHU-2	LENNOX	EL090XASD	3000	300	0.5	2	208	1	90	89	55.0	YES	70.0	15	85	208	3	7.5	49	50	199	1,3,4,5	

NOTES:
1. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND MAX REFRIGERANT LINE LENGTH.
2. UNIT SHALL BE HORIZONTAL CONFIGURATION.
3. UNIT SHALL BE VERTICAL CONFIGURATION.
4. PROVIDE WITH SINGLE POINT POWER.
5. UNIT SHALL BE PROVIDED WITH A HOT GAS REHEAT COIL, HUMIDISTAT AND ALL ASSOCIATED EQUIPMENT AND CONTROLS NECESSARY TO RUN IN A DEHUMIDIFACTION MODE.
6. UNIT SHALL PROVIDE MEANS OF HUMIDITY CONTROL VIA MULTI-STAGE COOLING AND VARIABLE SPEED CONTROL DURING PART LOAD CONDITIONS.

MINI SPLIT - INDOOR UNIT SCHEDULE

UNIT NO.	SELECTION BASED ON		SERVING	FAN DATA								SEER @ AHRI	UNIT ELECTRICAL DATA					NOTES
	MANUFACTURER	MODEL		TOTAL CFM	OUTSIDE AIR CFM	EXT. STATIC P. IN H20	MOTOR DATA						VOLT	PH	FAN FLA	MCA	MOCP	
							WATTS	SPEED	VOLT	PH								
SS-1	MITSUBISHI	PKA-A18HA4	IT ROOM	425	N/A	N/A	30	HIGH	208	1	16	208	1	0.33	13	20	1-3	

NOTES:
1. INDOOR UNIT POWERED FROM OUTDOOR UNIT.
2. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND MAX REFRIGERANT LINE LENGTH. MAX LINE LENGTH 100'MAX TOTAL, 50' MAX ELEVATION.
3. ALL UNITS SHALL BE PROVIDED WITH AN INTEGRAL CONDENSATE PUMP OR EXTERNAL EQUAL TO "LITTLE GIANT #VCL-14ULS".

VENTILATION REQUIREMENT SCHEDULE - OFFICE

SERVED BY	ROOM	SPACE TYPE	NO. OF PEOPLE	REQ'D CFM PER PERSON	SQ.FT. OF AREA	REQ'D CFM PER SQ.FT.	NO. OF PEOPLE/ 1000 SQ.FT. (DEFAULT VALUE)	CFM/ PERSON (DEFAULT VALUE)	TOTAL REQ'D CFM
AHU-1	OFFICE 1	OFFICE SPACE	2	5	281	0.06	5	17	27
	OFFICE 2	OFFICE SPACE	2	5	210	0.06	5	17	23
	ADMIN OFFICE	OFFICE SPACE	2	5	255	0.06	5	17	26
	STAFF RESTROOM	NONE	0	0	73	0	0	0	0
	CONFERENCE ROOM	CONFERENCE / MEETING	8	5	487	0.06	50	6	70
	UTILITIES	STORAGE ROOMS	0	0	240	0.12	0	0	29
	STORAGE	STORAGE ROOMS	0	0	95	0.12	0	0	11
	CORRIDOR	CORRIDORS	0	0	263	0.06	0	0	16
								TOTAL REQ'D OA FOR AHU 1	202
								TOTAL PROVIDED OA FOR AHU 1	300
AHU-2									
	CORRIDOR	CORRIDORS	0	0	433	0.06	0	0	26
	OFFICE 3	OFFICE SPACE	2	5	124	0.06	5	17	18
	WAITING ROOM	RECEPTION AREAS	8	5	540	0.06	30	7	73
	LOBBY	LOBBIES	3	5	332	0.06	150	5	35
	TRAINING ROOM	CONFERENCE / MEETING	6	5	522	0.06	50	6	62
	MAIN RESTROOMS	NONE	0	0	402	0	0	0	0
								TOTAL REQ'D OA FOR AHU 2	214
								TOTAL PROVIDED OA FOR AHU 2	300

TOTAL REQUIRED	416
TOTAL PROVIDED	600

NOTE:

REQUIRED OUTSIDE AIRFLOW (CFM) VALUES BASED ON FBCM 8TH ED. (2023) & ANSI/ASHRAE STANDARD 62.1.

BUILDING AIR BALANCE	
TOTAL OUTSIDE AIR	600
TOTAL EXHAUST AIR	500
TOTAL BUILDING PRESSURE	100

MINI SPLIT - CONDENSING UNIT SCHEDULE:

UNIT NO.	SECTION BASED ON		SERVING	UNIT DATA				FAN MOTOR				COMPRESSOR DATA						UNIT ELECTRIC DATA				
	MANUFACTURER	MODEL		NOM CAP	SEER	COND. EAT F	REFRIG TYPE	NO.	HP	VOLT	PH	QTY	STEPS	VOLT	PH	RLA	LRA	VOLT	PH	FAN FLA	MCA	MOCP
CU-1	MITSUBISHI	PUY-A18NHA4	SS-1	18.0	15.3	95	R-410A	1	-	208	1	1	1	208	1	12.0	14.0	208	1	0.35	13	20

NOTE: MOUNT UNIT ON 4" TURNED DOWN HOUSEKEEPING PAD WITH MIAMI DADE RATED HARDWARE TO MEET ALL APPLICABLE WINDLOADING REQUIREMENTS.

EXHAUST FAN SCHEDULE

MARK	MANUFACTURER	MODEL	SERVING	TYPE	CFM	EXTERNAL STATIC PRESSURE (IN. W.G.)	SONES	FAN RPM	MOTOR DATA				NOTES
									HP	RPM	VOLT	PH	
EF-1	GREENHECK	SP-A90-VG	STAFF RESTROOM	CEILING MOUNTED	75	0.3	0.4	825	1/4	1725	120	1	1,2,3,8
EF-2	GREENHECK	SQ-97-VG	MENS RESTROOM	INLINE	150	0.5	9.6	1397	1/4	1725	120	1	1,2,3,7,8
EF-3	GREENHECK	SQ-97-VG	WOMENS RESTROOM	INLINE	150	0.5	9.6	1397	1/4	1725	120	1	1,2,3,7,8
EF-4	GREENHECK	SP-A90-VG	ADA RESTROOM	CEILING MOUNTED	75	0.3	0.4	825	1/4	1725	120	1	1,2,3,8
EF-5	GREENHECK	SP-A90-VG	JANITOR MOP SINK	CEILING MOUNTED	50	0.3	0.4	825	1/4	1725	120	1	1,2,3,8

REMARKS:
1 PROVIDE WITH BACKDRAFT DAMPER
2 PROVIDE WITH DISCONNECT SWITCH
3 PROVIDE WITH SCR SPEED CONTROLLER OR POTENTIOMETER DIAL FOR ECM MOTORS.
4 PROVIDE WITH ROOF CURB
5 SPARK/EXPLOSION PROOF
6 PROVIDE WITH INSULATED HOUSING FOR SOUND CONTROL.
7 PROVIDE WITH VIBRATION ISOLATORS. HANG USING VIBRATION ISOLATION HANGERS
8 FAN TO BE INTERLOCKED WITH RTU-1 SUPPLY FAN AND RUN CONTINUOSLY DURING OCCUPIED TIMES.
9 FAN TO BE CONTROLLED VIA WALL SWITCH LOCATED NEAR LIGHT SWITCH

GENERAL: 1. ALL ROOF MOUNTED FANS MUST HAVE A FLORIDA PRODUCT APPROVAL NUMBER.

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NEW SMYRNA BEACH AIRPORT
Administration Building

602 Skyline Drive
New Smyrna Beach, FL 32168

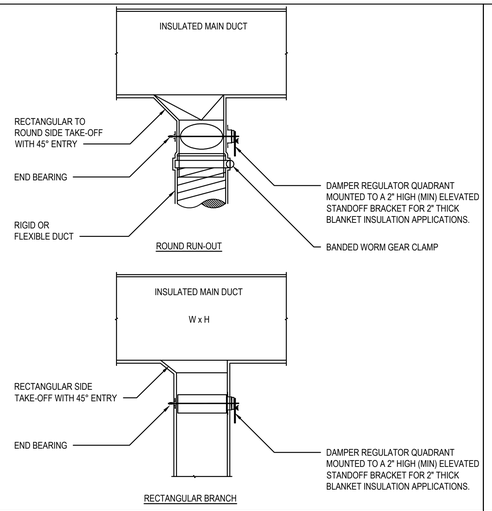
REVISIONS:

Project No.: 24-01002
Date: NOV. 2024
Drawn By: JS/PJR/SP
Checked By: LMS/BLS

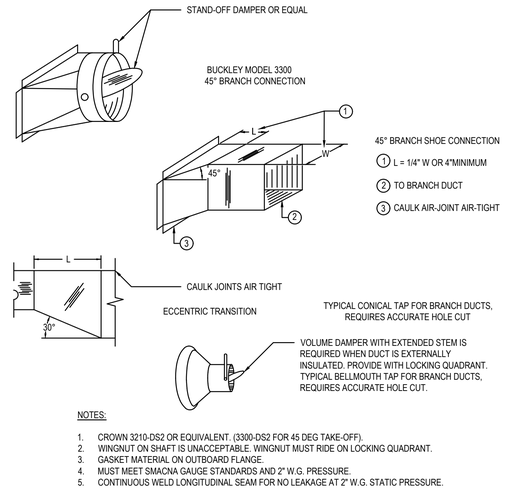
MECHANICAL SCHEDULES

M301

100% Construction Documents



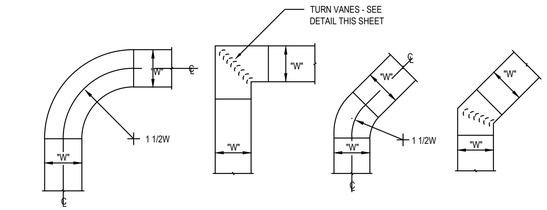
BRANCH TAKE-OFFS | F



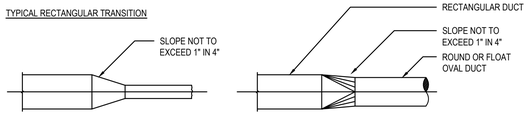
NOTES:

1. CROWN 3210-DS2 OR EQUIVALENT. (3300-DS2 FOR 45 DEG TAKE-OFF).
2. WINGNUT ON SHAFT IS UNACCEPTABLE. WINGNUT MUST RIDE ON LOCKING QUADRANT.
3. GASKET MATERIAL ON OUTBOARD FLANGE.
4. MUST MEET SMACNA GAUGE STANDARDS AND 2" W.G. PRESSURE.
5. CONTINUOUS WELD LONGITUDINAL SEAM FOR NO LEAKAGE AT 2" W.G. STATIC PRESSURE.

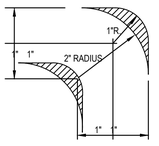
TAKEOFF FITTING DETAIL | C



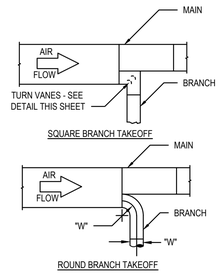
TYPICAL RECTANGULAR TRANSITION



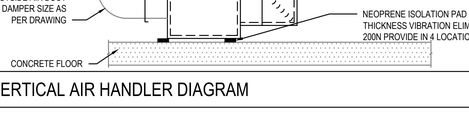
TYPICAL RECTANGULAR TO ROUND OR FLAT OVAL TRANSITION



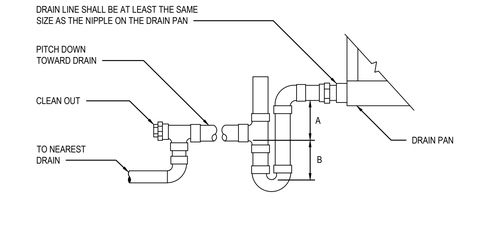
DETAIL OF TURN VANES



DUCT FITTINGS DETAIL | A



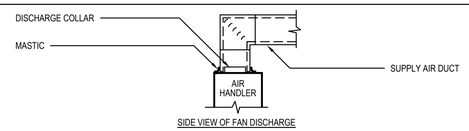
TYPICAL SUPPLY DIFFUSER CONNECTION | G



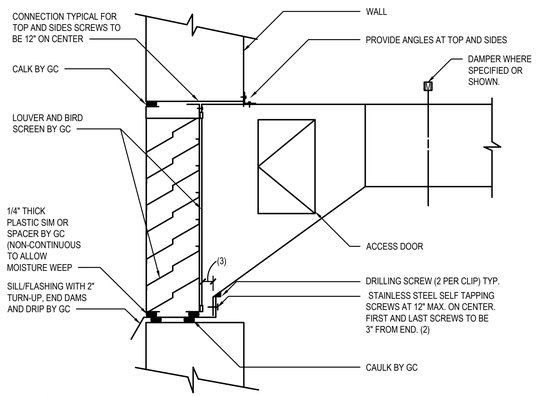
UNIT TYPE	A	B
DRAW THRU	2" (50 MM) PLUS X	X
BLOW THRU	1" (25 MM) PLUS X	2X

WHERE X = STATIC PRESSURE IN PAN

AIR HANDLING UNIT DRAIN TRAP DETAIL | D



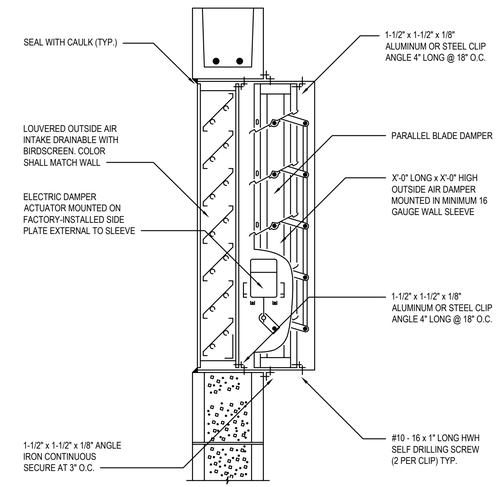
VERTICAL AIR HANDLER DIAGRAM | H



GENERAL NOTES

1. PLENUM CONNECTION TO LOUVER IS SIMILAR.
2. BOTTOM OF DUCT TO BE COMPLETELY OVERLAPPED WITH TURN-UP. DRILL TURN-UP PRIOR TO INSTALLING SELF TAPPING SCREW TO ENSURE DUCT IS DRAWN TIGHT TO TURN-UP.
3. MINIMUM 1" SCREW CONNECTION CLEARANCE.

DUCT CONNECTION TO LOUVER | E



OUTSIDE AIR LOUVER W/MOTORIZED DAMPER | B

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NEW SMYRNA BEACH AIRPORT
Administration Building

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Project No.:	24-01002
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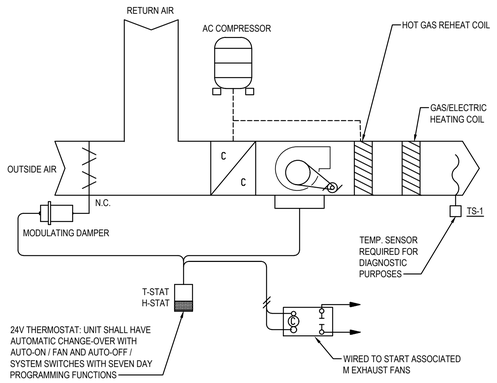
MECHANICAL DETAILS

M401

100% Construction Documents

CONTROLS



PROGRAMMING THE FOLLOWING FUNCTIONS FOR OCCUPANCY SCHEDULE AND SET-POINTS:

SCHEDULE: HOURS OF OPERATION DETERMINED BY OWNER (OCCUPIED) - OTHER HOURS UNOCCUPIED (ADJUSTABLE)

SETPOINTS: SUMMER COOLING 75 DEG.F, 55% RH (OCCUPIED)
SETPOINTS: SUMMER COOLING 78 DEG.F, 55% RH (UNOCCUPIED)
SETPOINTS: WINTER HEATING 70 DEG.F (OCCUPIED)
SETPOINTS: WINTER HEATING 65 DEG.F (UNOCCUPIED)

THE THERMOSTAT AND HUMIDISTAT SHALL CONTROL THE STAGES OF COOLING AND HEATING IN ORDER TO MAINTAIN THE PROGRAMMABLE COOLING, HEATING AND HUMIDITY SETPOINTS. THE HEATING AND COOLING SETPOINTS SHALL BE INDIVIDUALLY ADJUSTABLE FOR BOTH THE OCCUPIED, UNOCCUPIED AND STANDBY PERIODS. WHERE MULTIPLE TEMPERATURE SENSORS ARE SHOWN, THE SPACE TEMPERATURE AND HUMIDITY SHALL BE AVERAGED WITH ANY SENOSR DEVIATING FROM THE AVERAGE 10DEGF OR MORE IDENTIFIED AND REMOVED FROM THE AVERAGE CONTROLLABLE SENSED CONDITIONS. THE THERMOSTAT SHALL HAVE PROGRAMMABLE OCCUPIED AND UNOCCUPIED TIME SCHEDULES, AND HOLIDAY SCHEDULES, THAT WILL TURN ON AND OFF ITS EQUIPMENT. THERE SHALL BE A MANUAL OVERRIDE BUTTON THAT WILL ALLOW FOR A 1-8 HOUR OVERRIDE OF THE EQUIPMENT TO ITS OCCUPIED SETPOINTS. PROVIDE 48 HOUR BACKUP FROM POWER FAILURE. THE THERMOSTAT SHALL MONITOR THE DISCHARGE AIR TEMPERATURE OF THE UNIT USING A DUCT TEMPERATURE SENSOR. THE THERMOSTAT'S DISPLAY AND KEYBOARD WILL ALLOW VISUAL OBSERVATION OF ALL PARAMETERS. THE KEYPAD HAS THE CAPABILITY TO BE LOCKED OUT IN 2 MODES, TOTAL LOCKOUT, AND SCHEDULE/SETPOINT CHANGES ONLY.

THE THERMOSTAT SHALL HAVE A MINIMUM DEADBAND OF 2°F (NO MECHANICAL HEATING OR COOLING SHALL OPERATE WITHIN THIS DEADBAND). SPACE TEMPERATURE DEVIATION ABOVE THE COOLING SETPOINT OR BELOW THE HEATING SETPOINT SHALL GENERATE A DEMAND SIGNAL TO CONTROL THE SYSTEM AS FOLLOWS:

A. HEATING: THE THERMOSTAT SHALL CONTROL THE HEATING OUTPUT BASED ON THE DEMAND SIGNAL COMMUNICATED FROM THE THERMOSTAT PROGRAM. THE THERMOSTAT SHALL ENERGIZE HEATING EQUIPMENT WHEN SPACE TEMPERATURE FALLS BELOW HEATING SETPOINT.

B. COOLING: THE THERMOSTAT SHALL CONTROL THE COOLING OUTPUT BASED ON THE DEMAND SIGNAL COMMUNICATED FROM THE THERMOSTAT PROGRAM. THE THERMOSTAT SHALL ENERGIZE COOLING EQUIPMENT WHEN SPACE TEMPERATURE EXCEEDS COOLING SETPOINT.

C. DEHUMIDIFICATION: (ONLY APPLICABLE FOR UNITS WITH HOT GAS REHEAT) THE THERMOSTAT SHALL PROVIDE A MODE FOR DEHUMIDIFICATION, BASED ON ITS HUMIDITY HIGH LIMIT SETPOINT OF 60% RH (ADJUSTABLE FROM 30-90% RH).
   a. UPON A RISE IN SPACE HUMIDITY ABOVE THE SETPOINT (ADJ.) THE UNIT SHALL ENGAGE THE HUMIDITY CONTROL MODULE (THE HOTGAS REHEAT COIL) TO PROVIDE SIMULTANEOUS COOLING WITH HOTGAS REHEAT TO DELIVER DRY SPACE NEUTRAL AIR.

D. HEATING SETBACK AND COOLING SETUP: INITIATION OF HEATING SETBACK OR COOLING SETUP FOR EACH OF 7 OR 365 DAYS SHALL BE PROVIDED BY A PROGRAMMED TIME SCHEDULE MANUALLY ENTERED INTO THE THERMOSTAT.

E. ECONOMIZER: WHERE REQUIRED BY CODE, PROVIDE AN ECONOMIZER TO OPERATE AS REQUIRED BY THE ENERGY CONSERVATION CODE. ECONOMIZER MODE SHALL ENGAGE WHEN OUTSIDE AIR TEMPERATURES ARE AT 55DEGF OR BELOW.

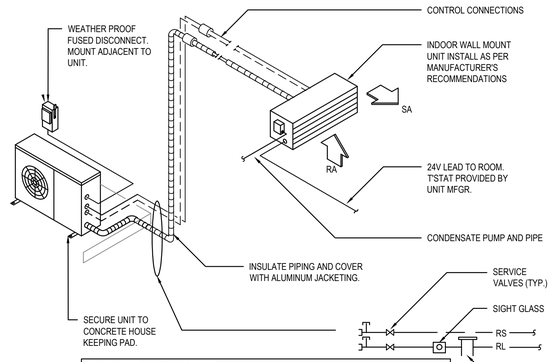
F. INTERLOCKS: INTERLOCK THE ASSOCIATED EXHAUST FANS AND OUTSIDE AIR DAMPER WITH THE THERMOSTAT TIME CLOCK ON/OFF OUTPUT. THE EXHAUST FANS SHALL ENGAGE AND THE OUTSIDE AIR DAMPER SHALL OPEN DURING OCCUPIED TIMES ONLY.

G. SMOKE DETECTION: FOR ALL UNITS SUPPLYING 2,000CFM OR MORE, PROVIDE DUCT MOUNTED SMOKE DETECTORS IN BOTH THE SUPPLY AND RETURN DUCTS AT UNIT. DETECTORS SHALL TURN UNIT "OFF" UPON THE DETECTION OF COMBUSTIBLES. TIE INTO FIRE ALARM SYSTEM AS APPLICABLE.

AT TIME OF SUBSTANTIAL INSPECTION, THE MECHANICAL OR CONTROL CONTRACTOR SHALL DEMONSTRATE TO ENGINEER THE ABOVE PROGRAMING HAS BEEN PROVIDED.

PRIOR TO TURNING OVER BUILDING TO OWNER/USERS, TRAIN THE OWNER/USERS ON HOW TO USE AND ADJUST THE THERMOSTAT/HUMIDISTAT AND PROGRAMING FEATURES.

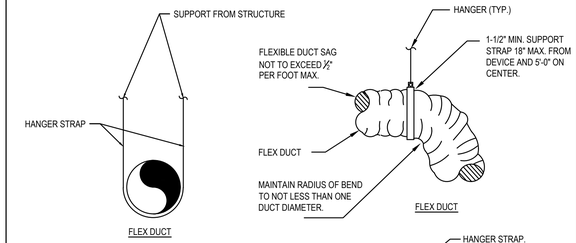
THERMOSTATICALLY CONTROLLED UNITARY SYSTEMS | F



GENERAL NOTES

1. CONCEAL PIPING IN WALL OR FURRED OUT WALL SPACE.
2. PROVIDE LINE COVERS TO CONCEAL ANY EXPOSED PIPE WHERE PIPE CAN NOT BE CONCEALED ABOVE CEILING OR INSIDE WALL VERTICAL CHASE.
3. PROVIDE A DDC GATEWAY INTERFACE COMMUNICATION MODULE BETWEEN UNIT APPLICATION SPECIFIC CONTROLLER AND BUILDING LEVEL CONTROL SYSTEM
4. PROVIDE MANUFACTURES CONDENSATE PUMP

DUCTLESS AIR CONDITIONER UNIT DETAIL | D



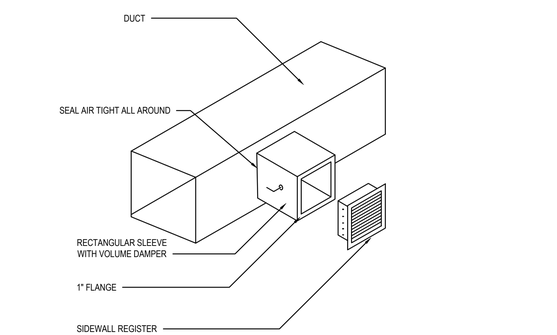
NOTES:

MAXIMUM SPACING BETWEEN HANGER LOCATIONS SHALL BE 5'-0".

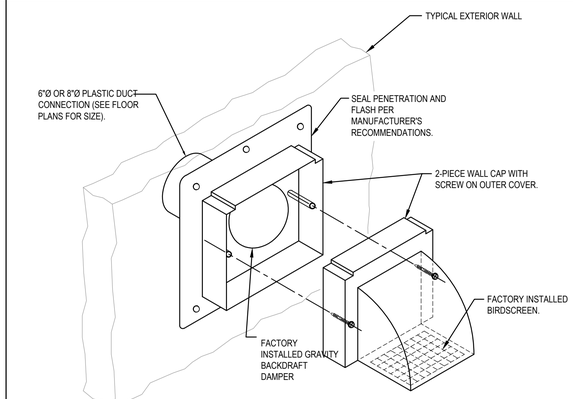
STRAPS SHALL BE MINIMUM 1-1/2".

REFER TO SMACNA AND FLORIDA MECHANICAL CODE FOR ADDITIONAL REQUIREMENTS.

FLEX DUCT HANGAR DETAIL | A

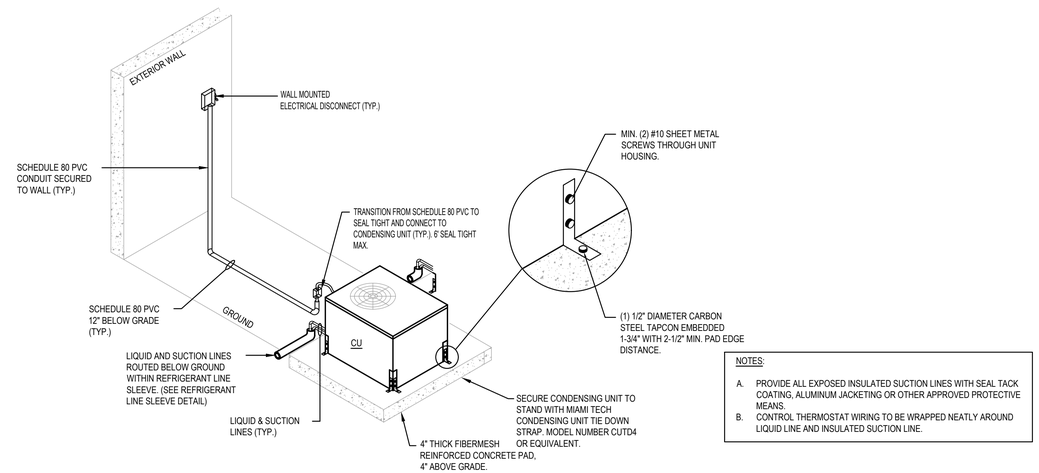


SIDEWALL GRILLE DUCT CONNECTION | E



2 PIECE HEAVY DUTY PLASTIC WALL CAP, PRIMEX MODEL WC-4 OR EQUAL. PROVIDE FACTORY INSTALLED BACKDRAFT DAMPER FOR DRYER VENT AND RESTROOM EXHAUST FANS. REMOVE BACKDRAFT DAMPER FOR USE AS OUTSIDE AIR INTAKE. FOR DRYER APPLICATIONS USE THE NO BIRD SCREEN (NS) MODEL. PAINT TO OWNERS SPEC.

TYPICAL WALL CAP DETAIL | B



NOTES:

A. PROVIDE ALL EXPOSED INSULATED SUCTION LINES WITH SEAL TACK COATING, ALUMINUM JACKETING OR OTHER APPROVED PROTECTIVE MEANS.
B. CONTROL THERMOSTAT WIRING TO BE WRAPPED NEATLY AROUND LIQUID LINE AND INSULATED SUCTION LINE.

GROUND MOUNTED CONDENSING UNIT PIPING DETAIL (REFRIGERANT AND ELECTRICAL BELOW GRADE. | C

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NEW SMYRNA BEACH AIRPORT
Administration Building

602 Skyline Drive
New Smyrna Beach, FL 32168

REVISIONS:	

Project No.: 24-01002
Date: NOV. 2024
Drawn By: JS/PJR/SP
Checked By: LMS/BLS

MECHANICAL DETAILS

M402

100% Construction Documents

LIGHTING

SYMBOL	DESCRIPTION
	CEILING MOUNTED LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED RECESSED DOWNLIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED RECESSED WALLWASH FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED "CLOSE TO CEILING" FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	PENDANT MOUNTED LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	TRACK LIGHT FIXTURE WITH HEADS AS REQUIRED, REFER TO LIGHT FIXTURE SCHEDULE
	WALL MOUNTED LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED LIGHT FIXTURE WITH EMERGENCY BACKUP
	CEILING MOUNTED RECESSED DOWNLIGHT FIXTURE WITH EMERGENCY BACKUP
	WALL MOUNTED LIGHT FIXTURE WITH EMERGENCY BACKUP
	WALL MOUNTED EMERGENCY BATTERY LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED EMERGENCY BATTERY LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED EXIT SIGN WITH EMERGENCY BACKUP, REFER TO LIGHT FIXTURE SCHEDULE
	WALL MOUNTED EXIT SIGN WITH EMERGENCY BACKUP, REFER TO LIGHT FIXTURE SCHEDULE
	COMBINATION EXIT SIGN AND EMERGENCY LIGHT FIXTURE WITH BATTERY BACKUP
Sa	WALL OUTLET BOX AND SINGLE POLE SWITCH ('a' INDICATES SWITCH LEG)
S3	WALL OUTLET BOX AND THREE-WAY SWITCH
SF	WALL OUTLET BOX AND FAN CONTROL SWITCH
SD	WALL OUTLET BOX AND DIMMER SWITCH AS REQUIRED FOR LOAD SERVED
SD3	WALL OUTLET BOX AND THREE-WAY DIMMER SWITCH
SM	WALL OUTLET BOX WITH SINGLE POLE MANUAL MOTOR STARTER SWITCH
SOS	WALL OUTLET BOX AND DUAL TECHNOLOGY OCCUPANCY SENSOR
OS	CEILING OUTLET BOX AND DUAL TECHNOLOGY OCCUPANCY SENSOR
DL	CEILING OUTLET BOX AND DAYLIGHT HARVESTING SENSOR

FIRE ALARM SYSTEMS

SYMBOL	DESCRIPTION
F	MANUAL PULL STATION
cd	WALL MOUNTED HORN WITH STROBE (cd=CANDELA RATING)
WP	WALL MOUNTED HORN WITH STROBE IN WEATHERPROOF ENCLOSURE
	CEILING MOUNTED HORN WITH STROBE
M	WALL MOUNTED MINI HORN
M	WALL MOUNTED MINI HORN WITH STROBE
	WALL MOUNTED VOICE EVACUATION SPEAKER WITH STROBE
	CEILING MOUNTED VOICE EVACUATION SPEAKER WITH STROBE
	WALL MOUNTED STROBE
	SMOKE DETECTOR
	DUCT MOUNTED SMOKE DETECTOR
	HEAT DETECTOR
	REMOTE DUCT DETECTOR INDICATOR LIGHT AND TEST SWITCH (NUMBER INDICATES QUANTITY)
R	FAN SHUT-DOWN RELAY
D	ELECTROMAGNETIC DOOR RELEASE DEVICE
	SMOKE DAMPER (PROVIDE BY MECHANICAL, CONNECTED BY ELECTRICAL)
P	FIREMAN'S PHONE JACK
TS	SPRINKLER SYSTEM SUPERVISORY SWITCH CONNECTION
FS	SPRINKLER SYSTEM FLOW SWITCH CONNECTION
CM	CONTROL MODULE
MM	MONITOR MODULE
LB	LOCK BOX
FACP	FIRE ALARM CONTROL PANEL
FATC	FIRE ALARM TERMINAL CABINET
FAAP	FIRE ALARM ANNUNCIATOR PANEL
DACT	DIGITAL ALARM COMMUNICATOR TRANSMITTER

WIRING AND POWER

SYMBOL	DESCRIPTION
	WALL OUTLET BOX AND SINGLE RECEPTACLE
	WALL OUTLET BOX AND DUPLEX RECEPTACLE
	TWO GANG WALL OUTLET BOX AND (2) DUPLEX RECEPTACLES
	WALL OUTLET BOX AND DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
	WALL OUTLET BOX AND DUPLEX RECEPTACLE WITH TOP HALF SWITCHED
	TWO GANG WALL OUTLET BOX AND (2) DUPLEX RECEPTACLE WITH TOP HALF SWITCHED
	WALL OUTLET BOX AND DUPLEX RECEPTACLE CONNECTED TO EMERGENCY SYSTEM
	CEILING OUTLET BOX AND SINGLE RECEPTACLE
	CEILING OUTLET BOX AND DUPLEX RECEPTACLE
	WALL OUTLET BOX AND GFCI DUPLEX RECEPTACLE
	WALL OUTLET BOX AND GFCI DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
S	WALL OUTLET BOX AND DUPLEX SAFETY RECEPTACLE
T	WALL OUTLET BOX AND DUPLEX TWIST-LOCK RECEPTACLE
WP	WALL OUTLET BOX AND GFCI DUPLEX RECEPTACLE WITH WEATHERPROOF COVER
	WALL OULTET BOX AND SPECIAL PURPOSE OUTLET AS NOTED ON PLANS
	FLUSH FLOOR OUTLET BOX WITH DUPLEX RECEPTACLE
	FLUSH FLOOR OUTLET BOX WITH (2) DUPLEX RECEPTACLES
	FLUSH FLOOR OUTLET BOX WITH DUPLEX RECEPTACLE AND TELECOMMUNICATIONS OUTLET
J	FLUSH WALL JUNCTION BOX AND BLANK PLATE
J	JUNCTION BOX AND BLANK PLATE ABOVE CEILING
J	SURFACE MOUNTED JUNCTION BOX AND BLANK PLATE
J WP	SURFACE MOUNTED WEATHERPROOF JUNCTION BOX AND COVER
J PB	FLUSH GRADE FIBER COMPOSITE PULL BOX AS NOTED
M	MOTOR CONNECTION AS NOTED
	FLUSH SHUNT-TRIP BUTTON, MOUNTED 80" TO TOP
C	CONTROL AND/OR POWER EQUIPMENT CONNECTION
	TIME CLOCK
PC	PHOTO CELL
	DISCONNECT SWITCH, SIZE AS NOTED
	120/208V BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
	120/208V BRANCH CIRCUIT PANELBOARD, FLUSH MOUNTED
	277/480V BRANCH CIRCUIT PANELBOARD
T	TRANSFORMER
	AUTOMATIC TRANSFER SWITCH
A-3	BRANCH CIRCUIT HOMERUN WITH PANEL NAME AND CIRCUIT NUMBER, QUANTITY OF ARROWHEADS DENOTES QUANTITY OF BRANCH CIRCUITS
	BRANCH CIRCUIT WIRING, PROVIDE QUANTITY OF CONDUCTORS REQUIRED FOR CIRCUITING AND SWITCHING INDICATED ON PLANS
	POWER LEG ONLY (NO SWITCH LEG BETWEEN ROOMS)
	CONDUIT CAPPED OFF
	CONDUIT CONTINUED
	CONDUIT RUN UP
	CONDUIT RUN DOWN
	GROUND OR GROUND ROD AS NOTED

NOTE: GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS SHOWN ON THIS ELECTRICAL LEGEND ARE FOR REFERENCE PURPOSES ONLY. ALL OF THESE MAY NOT BE USED FOR THIS PROJECT.

ABBREVIATIONS

ABRV.	DESCRIPTION	ABRV.	DESCRIPTION
A	AMPERES	KAIC	(THOUSAND) AMPERE INTERRUPTING CAPACITY
A/C	AIR CONDITIONING	KVA	KILOVOLT-AMPERES
AC	ALTERNATING CURRENT	KW	KILOWATT
AFF	ABOVE FINISHED FLOOR	LTG	LIGHTING
AFG	ABOVE FINISHED GRADE	MC	MASTER CLOCK CONTROL PANEL
AHU	AIR HANDLING UNIT	MCM	THOUSANDS OF CIRCULAR MILS
AWG	AMERICAN WIRE GAUGE	MCU	MASTER CONTROL UNIT
C	CONDUIT	MCP	MOTOR CIRCUIT PROTECTION
CFL	COMPACT FLUORESCENT LAMP	MH	METAL HALIDE
CH	COUNTER HEIGHT	N	NEUTRAL
CONC	CONCRETE	NA	NOT APPLICABLE
COND	CONDUIT	NF	NON-FUSED
CU	COPPER	NL	NIGHT LIGHT
DISC	DISCONNECT	NEC	NATIONAL ELECTRICAL CODE
ECB	ENCLOSED CIRCUIT BREAKER	NEMA	NATIONAL ELECTRIC MANUFACTURERS ASSOCIATION
ELEC	ELECTRICAL	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
EM	EMERGENCY	NIC	NOT IN CONTRACT
EMS	ENERGY MANAGEMENT SYSTEM	O.C.	ON CENTER
EF	EXHAUST FAN	O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
EMT	ELECTRICAL METALLIC TUBING	P	POLE
EWC	ELECTRIC WATER COOLER	PA	PUBLIC ADDRESS CONTROL PANEL
ETR	EXISTING TO REMAIN	PNL	PANELBOARD
EX	EXISTING	PVC	POLYVINYL CHLORIDE
FA	FIRE ALARM	RGS	RIGID GALVANIZED STEEL
FAAP	FIRE ALARM ANNUNCIATOR PANEL	RM	ROOM
FACP	FIRE ALARM CONTROL PANEL	SACP	SURGE ALARM CONTROL PANEL
G	GROUND	SPD	SURGE PROTECTION DEVICE
GFI	GROUND FAULT INTERRUPTER	SPEC	SPECIFICATION
GND	GROUND	SS	STAINLESS STEEL
GRC	GALVANIZED RIGID CONDUIT	TYP	TYPICAL
H.I.D.	HIGH INTENSITY DISCHARGE	UON	UNLESS OTHERWISE NOTED
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING	V	VOLTS
I.G.	ISOLATED GROUND	W	WIRE
J	JUNCTION	WP	WEATHERPROOF

TELECOMMUNICATIONS

SYMBOL	DESCRIPTION
	COMBINATION TELECOMMUNICATIONS/DATA WALL OUTLET BOX AND BLANK PLATE WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
W	TELECOMMUNICATIONS WALL OUTLET BOX AND BLANK PLATE FOR WALL MOUNTED TELEPHONE WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
	DATA WALL OUTLET BOX AND BLANK PLATE WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
	FLUSH FLOOR OUTLET BOX WITH POWER DEVICE AND TELECOMMUNICATIONS OUTLET WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE.
WAP	CEILING OUTLET BOX AND BLANK PLATE WITH MIN. 3/4"C. TO TTB FOR WIRELESS ACCESS POINT. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
TV	COMBINATION TELECOMMUNICATIONS/TELVISION WALL OUTLET BOX AND BLANK PLATE. COORDINATE OUTLET AND CABLING REQUIREMENTS WITH OWNER.
	3/4" PLYWOOD TELEPHONE TERMINAL BOARD, SIZE AS SHOWN ON PLANS.
TTC	TELEPHONE TERMINAL CABINET, SIZE AS NOTED ON PLAN.

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE THE FLORIDA BUILDING CODE (FBC-2023) 8TH EDITION, NFPA 70 (NEC-2020) AND NFPA 101 (LIFE SAFETY CODE-2021), AND THE REGULATIONS OF THE LOCAL UTILITY TELEPHONE, CABLE TELEVISION AND POWER UTILITY COMPANIES. OBTAIN AND PAY FOR ANY AND ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES OF INSPECTIONS AND APPROVAL, AND THE LIKE, AND DELIVER SUCH CERTIFICATES TO THE ENGINEER.
2. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND COORDINATE WITH ALL EQUIPMENT MANUFACTURER/INSTALLERS PRIOR TO BIDDING.
3. ALL ELECTRICAL MATERIALS, DEVICES, APPLIANCES, AND EQUIPMENT SHALL BE LABEL LISTED BY AN APPROVED THIRD-PARTY TESTING AGENCY.

BUILDING:

4. INSTALLATION HEIGHT OF EQUIPMENT (TO CENTERLINE) ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE SHALL BE:

   RECEPTACLE = 18"
   CLOCK = 7'-6"
   SWITCH = 48"
   MODULAR JACK FOR WALL MOUNTED TELEPHONE = 48"
   MODULAR TELEPHONE JACK = 18"
   TELEVISION OUTLET = 84"
   COMPUTER OUTLET = 18"
   CALL SWITCH = 44"
   REMOTE TEST STATION FOR DUCT DETECTOR = 52"
   C = ABOVE COUNTER BACKSPLASH, COORDINATE WITH ARCHITECTURAL ELEVATIONS AND MILLWORK.

5. ALL CONDUIT AND WIRING SHALL BE CONCEALED IN WALLS OR ABOVE CEILINGS UNLESS NOTED OTHERWISE OR APPROVED BY THE ARCHITECT/ENGINEER. ALL DEVICE OUTLET BOXES SHALL BE RECESSED UNLESS NOTED OTHERWISE OR APPROVED BY THE ARCHITECT/ENGINEER. WHERE APPROVED OR NOTED SURFACE METAL RACEWAY AND DEVICE BOXES SHALL BE USED IN LIEU OF CONDUIT AND CONCEALED BOXES AT NO EXTRA COST TO THE OWNER.
6. ALL CONDUIT ROUTING SHOWN IS APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY FINAL ROUTE WITH ALL OTHER TRADES AND CONDITIONS IN FIELD PRIOR TO ROUGH-IN.
7. CONDUIT RUNS SHOWN ARE SCHEMATIC AND DO NOT INDICATE THE NECESSARY FITTINGS AND JUNCTION BOXES THAT ARE INCLUDED IN THE SCOPE OF THE WORK.
8. CONTRACTOR SHALL PERMANENTLY IDENTIFY ALL WIRING WITH THE SOURCE AND CIRCUIT AT ALL ELECTRICAL EQUIPMENT, PULL AND JUNCTION BOXES AND ELECTRICAL TERMINATIONS PROVIDED OR ASSOCIATED WITH THIS CONSTRUCTION.
9. COORDINATE EXACT LOCATION OF LIGHTING FIXTURES IN MECH. ROOMS/SPACES WITH DUCTWORK INSTALLER PRIOR TO ROUGH-IN. LOCATE BELOW DUCTWORK(8'-0" AFF MINIMUM) CENTERED IN ROOM AS MUCH AS POSSIBLE.
10. COORDINATE EXACT INSTALLATION REQUIREMENTS OF OUTLETS IN MILLWORK WITH ARCHITECTURAL DRAWINGS, APPROVED SHOP DRAWINGS AND MILLWORK INSTALLER PRIOR TO ROUGH-IN.
11. VERIFY EXACT LOCATION OF ALL MECHANICAL EQUIPMENT WITH MECHANICAL INSTALLER PRIOR TO ROUGH-IN.
12. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF ALL LIGHT FIXTURES.
13. PROVIDE NYLON PULLSTRINGS IN ALL EMPTY CONDUITS.
14. COORDINATE THE REQUIRED SIZE OF ALL CIRCUIT BREAKERS FEEDING EQUIPMENT, (I.E. MOTORS, HVAC, KITCHEN EQUIPMENT, SPECIAL PURPOSE OUTLETS, ELEVATORS, OWNER FURNISHED EQUIPMENT ETC.) WITH APPROVED EQUIPMENT SHOP DRAWINGS AND OWNER REPRESENTATIVES PRIOR TO ORDERING PANELBOARDS. BREAKERS SHALL BE SIZED PER THE NEC, THE EQUIPMENT NAME PLATE AND MANUFACTURERS RECOMMENDATIONS.
15. ALL DIMMED CIRCUITS SHALL BE PROVIDED WITH DEDICATED NEUTRALS FOR EACH DIMMER AND PHASE CONDUCTOR THROUGHOUT THE ENTIRE CIRCUIT.
16. THE POWER COMPANY SHALL BE CONTACTED WITHIN 10 DAYS OF THE AWARD OF THE CONTRACT BY THE CONTRACTOR TO VERIFY THE ACTUAL AVAILABLE SHORT CIRCUIT FAULT CURRENT (AIC) AT THE TRANSFORMER SECONDARY BUSHINGS. THE CONTRACTOR SHALL PROVIDE ELECTRICAL DISTRIBUTION AND UTILIZATION EQUIPMENT AND PANELBOARDS WHICH HAVE AIC/WITHSTAND RATINGS GREATER THAN THE AVAILABLE AIC AT EACH POINT IN THE ELECTRICAL SYSTEM.
17. VISIT THE EXISTING FACILITY AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.
18. CONTRACTOR SHALL INCLUDE IN HIS BID THE TRANSPORT AND DISPOSAL OR RECYCLING OF ALL WASTE MATERIALS GENERATED BY THIS PROJECT IN ACCORDANCE WITH ALL RULES, REGULATIONS AND GUIDELINES APPLICABLE.
19. PANEL SCHEDULES INDICATE CIRCUIT DESIGNATIONS ONLY. CONTRACTOR TO PROVIDE MATERIALS AS REQUIRED WHEN NEUTRALS ARE SHARED TO COMPLY WITH NEC REQUIREMENTS. ALL SINGLE PHASE MULTIWIRE BRANCH CIRCUITS SHALL BE FED VIA A TWO POLE BREAKER OR TWO SINGLE POLE BREAKERS WITH AN IDENTIFIED HANDLE TIE. ALL THREE PHASE MULTIWIRE BRANCH CIRCUITS SHALL BE FED VIA A THREE POLE BREAKER OR THREE SINGLE POLE BREAKERS WITH AN IDENTIFIED HANDLE TIE (PER NEC 210.4B).
20. PER NEC 110.22; PROVIDE PERMANENT LABELING FOR ALL SERIES RATED PANEL ENCLOSURES TO READ AS FOLLOWS: CAUTION - SERIES COMBINATION SYSTEM RATED ______ AMPERES. IDENTIFIED REPLACEMENT COMPONENTS REQUIRED.
21. ELECTRICAL CONTRACTOR SHALL PROVIDE FULL LIGHTNING PROTECTION SYSTEM FOR THIS PROJECT PER NFPA 780.

GROUNDING:

22. ALL METAL RACEWAYS, INCLUDING CONDUIT, WIRE TROUGHS, WIREMOLD, ETC., SHALL BE GROUNDED. ALL CONNECTIONS IN METAL RACEWAYS SHALL BE COMPLETED IN SUCH A MANNER AS TO MAINTAIN A CONTINUOUS PATH TO GROUND THROUGHOUT THE ENTIRE LENGTH OF THE RACEWAY.

WIRING:

23. UNLESS NOTED OTHERWISE ON THE DRAWINGS OR ON THE EQUIPMENT WIRING SCHEDULE, EACH BRANCH CIRCUIT HOME RUN SHALL BE THREE (3) #12 AWG THHN/THWN (1 HOT, 1 NEUTRAL & 1 EQUIPMENT GROUND) IN 3/4" EMT CONDUIT. PROTECT EACH CIRCUIT WITH A 20 AMPERE, 1-POLE OVERCURRENT DEVICE UNLESS NOTED OTHERWISE. COMBINED NEUTRALS ARE NOT PERMITTED.

GENERAL:

24. WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE THE ELECTRICAL CONTRACTOR SHALL PROVIDE TO THE BUILDING OWNER RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING: 1. A SINGLE-LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND 2. FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION.
25. THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE BUILDING OWNER AN OPERATING MANUAL AND MAINTENANCE MANUAL AS REQUIRED BY THE FLORIDA BUILDING CODE. THE MANUALS SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING: 1. SUBMITTAL DATE STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. 2. OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED. 3. NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY.
26. THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE REQUIRED FUNCTIONAL TESTING OF THE LIGHTING SYSTEM TO ENSURE THAT THE CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS. WHERE REQUIRED BY THE CODE OFFICIAL, AN APPROVED PARTY INDEPENDENT FROM THE DESIGN OR CONSTRUCTION OF THE PROJECT SHALL BE RESPONSIBLE FOR THE FUNCTIONAL TESTING AND SHALL PROVIDE DOCUMENTATION TO THE CODE OFFICIAL CERTIFYING THAT THE INSTALLED LIGHTING CONTROLS MEET THE PROVISIONS OF FECC SECTION C405. WHERE OCCUPANT SENSORS, TIME SWITCHES, PROGRAMMABLE SCHEDULE CONTROLS, PHOTOSENSORS OR DAYLIGHTING CONTROLS ARE INSTALLED, THE FOLLOWING PROCEDURES SHALL BE PERFORMED: 1. CONFIRM THAT THE PLACEMENT, SENSITIVITY AND TIME-OUT ADJUSTMENTS FOR THE OCCUPANT SENSORS YIELD ACCEPTABLE PERFORMANCE.

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Project No.: 24-01002
Date: NOV. 2024
Drawn By: JS/PJR/SP
Checked By: LMS/BLS

ELECTRICAL LEGEND

E001

100% Construction Documents

ELECTRICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS:

A. DO ALL WORK IN COMPLIANCE WITH THE LATEST ADOPTED EDITION OF THE FLORIDA BUILDING CODE (FBC-2023), NFPA 70 (NEC-2020) AND NFPA 101 (LIFE SAFETY CODE-2021), AND THE REGULATIONS OF THE LOCAL UTILITY TELEPHONE, CABLE TELEVISION AND POWER UTILITY COMPANIES. OBTAIN AND PAY FOR ANY AND ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES OF INSPECTIONS AND APPROVAL, AND THE LIKE, AND DELIVER SUCH CERTIFICATES TO THE ENGINEER.

B. THE CONTRACTOR SHALL FURNISH, PERFORM, OR OTHERWISE PROVIDE ALL LABOR (INCLUDING, BUT NOT LIMITED TO, ALL PLANNING, PURCHASING, PAINTING, TRANSPORTING, RIGGING, HOISTING, STORING, INSTALLING, TESTING, CHASING, CHANNELING, CUTTING, TRENCHING, EXCAVATING AND BACKFILLING), COORDINATION, FIELD VERIFICATION, EQUIPMENT INSTALLATION, SUPPORT, AND SAFETY, SUPPLIES, AND MATERIALS NECESSARY FOR THE CORRECT INSTALLATION OF COMPLETE AND FUNCTIONAL ELECTRICAL SYSTEMS (AS DESCRIBED OR IMPLIED BY THESE SPECIFICATIONS AND THE APPLICABLE DRAWINGS).

C. ALL DRAWINGS AND SPECIFICATIONS ON THE PROJECT ARE COMPLEMENTARY, EACH TO ALL OTHER SETS, AND THEY SHALL BE USED IN COMBINATION FOR THE EXECUTION OF THIS WORK. DIVISION 16 WORK SHOWN ON ANY ONE SET OF DRAWINGS, INCLUDING ALL ARCHITECTURAL DRAWINGS, MECHANICAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR GENERAL WORK AND EQUIPMENT, AND DIVISION 16 WORK CALLED FOR UNDER ANY SECTION OF THE PROJECT SPECIFICATIONS, SHALL BE CONSIDERED AS INCLUDED IN THIS WORK UNLESS SPECIFICALLY EXCLUDED BY INCLUSION IN SOME OTHER BRANCH OF THE WORK. THIS SHALL INCLUDE ROUGHING-IN FOR CONNECTIONS AND EQUIPMENT AS CALLED FOR OR INFERRED. THE CONTRACTOR SHALL CHECK ALL DRAWINGS AND SPECIFICATIONS FOR THE PROJECT AND SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL DIVISION 16 WORK.

D. THE CONTRACTOR SHALL CAREFULLY CHECK THE DRAWINGS AND SPECIFICATIONS OF ALL OTHER TRADES AND DIVISIONS BEFORE INSTALLING ANY OF HIS WORK. HE SHALL IN ALL CASES CONSIDER THE WORK OF ALL OTHER TRADES, AND SHALL COORDINATE HIS WORK WITH THEM SO THAT THE BEST ARRANGEMENTS OF ALL EQUIPMENT, PIPING, CONDUIT, DUCTS, ROUGH-IN, ETC., CAN BE OBTAINED.

E. LOCATIONS DESIGNATED FOR OUTLETS, SWITCHES, DEVICES, EQUIPMENT, ETC., ARE APPROXIMATE AND FINAL LOCATIONS SHALL BE VERIFIED IN THE FIELD. CONTRACTOR SHALL LOCATE ALL DEVICES UP TO 5 FEET IN ANY DIRECTION AS DIRECTED BY OWNER AND PER CODE. WHERE INSTRUCTIONS OR NOTES ARE INSUFFICIENT TO CONVEY THE INTENT OF THE DESIGN, CONSULT THE OWNER PRIOR TO BIDDING AND INSTALLATION.

F. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COORDINATING THE LOCATIONS OF DEVICES TO BE USED AND COORDINATING THE FINAL LOCATIONS OF ELECTRICAL EQUIPMENT WITH MILLWORK, SINKS, BENCHES, COUNTERS AND SHELVING PRIOR TO BIDDING AND INSTALLATION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.

G. DIVISION 16 CONTRACTOR SHALL HAVE HAD EXPERIENCE OF AT LEAST THE SAME SIZE AND SCOPE AS THIS PROJECT, ON AT LEAST TWO OTHER PROJECTS WITHIN THE LAST FIVE YEARS IN ORDER TO BE QUALIFIED TO BID THIS PROJECT.

H. CONTRACTOR SHALL AND DOES HEREBY WARRANT ALL MATERIALS AND EQUIPMENT FURNISHED UNDER THIS SECTION OF THE SPECIFICATIONS TO BE FREE FROM DEFECTS AND TO FUNCTION OR OPERATE SATISFACTORILY FOR ONE YEAR AFTER FINAL ACCEPTANCE OF THE WORK, AND THAT ANY ITEMS NOT MEETING THIS REQUIREMENT WILL BE MADE GOOD BY HIM WITHOUT COST TO OWNER, PROVIDED SUCH DEFECTS OR FAILURES ARE NOT DUE TO ABUSE, NEGLECT, OR LACK OF REASONABLE AND ORDINARY MAINTENANCE.

I. ALL WORK SHALL BE EXECUTED IN A WORKMANSHIP MANNER DISPLAYING A NEAT MECHANICAL APPEARANCE UPON COMPLETION.

J. BALANCE TOTAL PHASE LOADS IN EACH ELECTRICAL PANEL TO A VALUE WITHIN 10% OF EACH OTHER.

K. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION, WHEREVER WORK IS TO BE PERFORMED IN FINISHED/OCCUPIED SPACES, TO PREVENT DAMAGE TO ADJACENT AREAS, EQUIPMENT, OR FURNISHINGS; TO PREVENT ACCIDENTAL INJURY TO BUILDING OCCUPANTS AND THE PUBLIC; TO PREVENT THE SPREADING OF DUST, DIRT, DEBRIS, AND MOISTURE FROM THE AREA WHERE WORK IS BEING PERFORMED; AND TO PREVENT DUST, DIRT, DEBRIS, AND MOISTURE FROM GETTING ON OR IN THE BUILDING OCCUPANT'S FURNISHINGS OR EQUIPMENT.

L. THE CONTRACTOR SHALL REPAIR, AT NO COST TO THE OWNER, ANY DAMAGE DONE BY HIMSELF OR HIS EMPLOYEES. HE SHALL ALSO BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED TO PROPERLY INSTALL HIS WORK. THIS SHALL ALSO INCLUDE THE PATCHING OF EXISTING ROADWAYS (PAVED OR IMPROVED), PARKING AREAS, SIDEWALKS, WALLS, STAIRS, MECHANICAL WORK, CURBS, GUTTERS, ETC., CUT TO INSTALL WORK PROVIDED BY THE CONTRACTOR. PATCH WORK SHALL COMPLY WITH THE APPLICABLE SECTIONS OF THESE SPECIFICATIONS AND SHALL MATCH THE EXISTING FINISHES.

M. UPON COMPLETION OF WORK, THE ENTIRE WIRING SYSTEM SHALL BE TESTED, AND SHALL BE SHOWN TO BE IN PROPER WORKING CONDITION IN ACCORDANCE WITH INTENT OF SPECIFICATIONS AND DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL SYSTEMS READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE TO OPERATE SAME IN ACCORDANCE WITH AND UNDER THE SUPERVISION OF THE INSPECTION REPRESENTATIVE OF THE ENGINEER. THE CONTRACTOR SHALL BE AVAILABLE TO ASSIST IN REMOVAL OF PANEL FRONTS, ETC., TO PERMIT INSPECTION AS REQUIRED.

N. IN ACCORDANCE WITH DIVISION 1 AND THE CONDITIONS OF THE CONTRACT, THE CONTRACTOR SHALL PROVIDE AND KEEP UP TO DATE A COMPLETE RECORD SET OF CONSTRUCTION "AS-BUILTS" BLUELINE PRINTS WHICH SHALL BE CORRECTED DAILY, AND SHALL SHOW EVERY CHANGE FROM THE ORIGINAL CONTRACT DRAWINGS, INCLUDING ADDENDA AND CHANGE ORDERS IN ACCORDANCE WITH GENERAL REQUIREMENTS AND SPECIAL CONDITIONS. THIS SET OF PRINTS SHALL BE KEPT ON THE JOB SITE, AND SHALL BE USED DAILY AS A RECORD SET. THIS SHALL NOT BE CONSTRUED AS AUTHORIZATION FOR THE CONTRACTORS TO MAKE CHANGES IN THE LAYOUT WITHOUT DEFINITE INSTRUCTION IN EACH CASE.

II. ELECTRICAL SCOPE:

A. FURNISHING AND INSTALLATION OF POWER SYSTEMS, AND AUXILIARY SYSTEMS AS SHOWN OR HEREIN SPECIFIED.

B. CONNECTION OF ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTION, MENTIONED IN THIS DIVISION OR SHOWN ON DRAWINGS, WHETHER FURNISHED BY DIVISION 16 OR UNDER OTHER DIVISIONS, OR FURNISHED BY OWNER.

C. FURNISHING AND INSTALLATION OF OUTLET BOXES, CONDUIT RACEWAYS, FOR A TELEPHONE AND DATA RACEWAY DISTRIBUTION SYSTEM. (TELEPHONE AND DATA HARDWARE, AS WELL AS WIRING AND SOFTWARE IS NOT INCLUDED.)

D. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR CONTACTING THE OFFICES OF ALL LOCAL AND/OR STATE AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT IN ORDER TO SCHEDULE ALL REQUIRED INSPECTIONS AND OBTAIN ALL NECESSARY PERMITS, ETC. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER OF ALL SCHEDULED INSPECTIONS AT LEAST TWO WEEKS IN ADVANCE OF THE SCHEDULED DATE.

E. THE CONTRACTOR SHALL REPLACE ANY DEFECTIVE MATERIALS, EQUIPMENT, OR WORKMANSHIP WITHOUT COST TO THE OWNER WITHIN THE STIPULATED GUARANTEED PERIOD.

F. IT SHALL BE THE RESPONSIBILITY OF THE DIVISION 16 CONTRACTOR TO HAVE ALL SYSTEMS READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE FOR ALL INSPECTIONS. THE CONTRACTOR SHALL PROVIDE PERSONNEL TO ASSIST IN REMOVAL OF PANEL FRONTS, ETC. TO PERMIT INSPECTION AS REQUIRED.

G. SUBMIT TO THE ARCHITECT/ENGINEER PROMPTLY AFTER AWARD OF CONTRACT AND PRIOR TO PURCHASING, SIX COPIES OF MANUFACTURER'S SHOP DRAWINGS IN ACCORDANCE WITH DIVISION 1, SECTION 01300 - SUBMITTALS FOR THE FOLLOWING ITEMS. ALL SHOP DRAWINGS OF A SPECIFIC ITEM OR SYSTEM SHALL BE MADE IN ONE SUBMITTAL AND WITHIN TEN DAYS AFTER AWARD OF CONTRACT.

1. PANELBOARDS
2. SUPPORTS
3. WIRING DEVICES
4. DISCONNECT SWITCHES
5. CONDUIT
6. WIRE

H. COMPLETED WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS AND AFTER COMPLETION, PERFORM TESTS FOR INSULATION RESISTANCE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE. ALL WIRING SYSTEMS SHALL BE COMPLETELY AND TOTALLY "SAFED" DURING CONSTRUCTION. ONLY QUALIFIED PERSONNEL SHALL HANDLE ELECTRICAL SYSTEMS.

I. BEFORE ROUGH-IN OF CIRCUITRY OR CONNECTING TO EQUIPMENT, FURNISHED UNDER THIS DIVISION, ANY OTHER DIVISION, OR BY THE OWNER, THE CONTRACTOR SHALL VERIFY THE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF THE EQUIPMENT BEING FURNISHED AND FOR THAT SPECIFIED AND SHOWN ON THE DRAWINGS AND PROVIDE FOR PROPER ROUGH-IN AND CONNECTION.

J. THE ELECTRICAL CIRCUITS, COMPONENTS, AND CONTROLS FOR ALL EQUIPMENT ARE SELECTED AND SIZED, BASED ON THE EQUIPMENT SPECIFIED. IF SUBSTITUTIONS AND/OR EQUIVALENT EQUIPMENT ARE FURNISHED, IT SHALL BE THE RESPONSIBILITY OF ALL PARTIES CONCERNED, INVOLVED IN, AND FURNISHING THE SUBSTITUTE AND/OR EQUIVALENT EQUIPMENT TO VERIFY AND COMPARE THE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF THAT FURNISHED TO THAT SPECIFIED AND/OR SHOWN. IF GREATER CAPACITY OR MORE MATERIALS OR LABOR IS REQUIRED FOR THE ROUGH-IN, CIRCUITRY OR CONNECTIONS THAN FOR THE ITEM SPECIFIED AND PROVIDED FOR, THEN IT SHALL BE THE RESPONSIBILITY OF THE PARTIES INVOLVED IN PROVIDING THE SUBSTITUTE AND/OR EQUIVALENT ITEMS OF EQUIPMENT TO PROVIDE ALL COMPENSATION FOR ADDITIONAL CHARGES MADE FOR THE PROPER ROUGH-IN, CIRCUITRY AND CONNECTIONS FOR THE EQUIPMENT FURNISHED. NO ADDITIONAL CHARGES ABOVE THE BASE BID SHALL BE ALLOWED FOR SUCH REVISIONS.

K. EXCAVATION FOR UNDERGROUND ELECTRICAL STRUCTURES: CONFORM TO ELEVATIONS AND DIMENSIONS SHOWN WITHIN A TOLERANCE OF PLUS OR MINUS 0.10'; PLUS A SUFFICIENT DISTANCE TO PERMIT PLACING AND REMOVAL OF CONCRETE FORMWORK, INSTALLATION OF SERVICES, OTHER CONSTRUCTION, AND FOR INSPECTION.

L. TRENCHING: EXCAVATE TRENCHES FOR ELECTRICAL INSTALLATIONS AS FOLLOWS:

1. EXCAVATE TRENCHES TO THE UNIFORM WIDTH, SUFFICIENTLY WIDE TO PROVIDE AMPLE WORKING ROOM AND A MINIMUM OF 6" TO 9" CLEARANCE ON BOTH SIDES OF RACEWAYS AND EQUIPMENT.
2. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED.
3. LIMIT THE LENGTH OF OPEN TRENCH TO THAT IN WHICH INSTALLATIONS CAN BE MADE AND THE TRENCH BACKFILLED WITHIN THE SAME DAY.
4. WHERE ROCK IS ENCOUNTERED, CARRY EXCAVATION BELOW REQUIRED ELEVATION AND BACKFILL WITH A LAYER OF CRUSHED STONE OR GRAVEL PRIOR TO INSTALLATION OF RACEWAYS AND EQUIPMENT. PROVIDE A MINIMUM OF 6" OF STONE OR GRAVEL CUSHION BETWEEN ROCK BEARING SURFACE AND ELECTRICAL INSTALLATIONS.

M. THE CONTRACTOR SHALL PROVIDE ALL INSERTS FOR THE SUPPORT OF DIVISION 16 EQUIPMENT TO BE PLACED IN CONCRETE OR THROUGH CONCRETE SLABS AS CONSTRUCTION PROGRESSES. HE SHALL PROVIDE ALL MISCELLANEOUS HANGING AND SUPPORTING HARDWARE. ALL ELECTRICAL WORK IS TO BE CONCEALED IN OR BUILT INTO GENERAL CONSTRUCTION SHALL BE PLACED AS CONSTRUCTION PROGRESSES. FAILURE OF THE CONTRACTOR TO COORDINATE WORK WITH OTHER TRADES AND THE PROJECT CONSTRUCTION PROGRESS SHALL MAKE HIM RESPONSIBLE FOR ALL COST OF CUTTING AND PATCHING, AS REQUIRED TO INSTALL WORK. NO STRUCTURAL MEMBER, MASONRY CONSTRUCTION OR FINISHED WORK SHALL BE CUT OR ALTERED WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECT/ENGINEER. CONTRACTOR SHALL FIRE RATE ALL PENETRATIONS THROUGH ALL FIRE RATED SLABS OR WALLS PER THE INTENDED RATING.

N. THE CONTRACTOR SHALL SUPPLY AND SET INTO PLACE ALL WALL SLEEVES FOR CONDUITS AND CEILING INSERTS FOR HANGERS IN AREAS OF NEW CONSTRUCTION AS BUILDING CONSTRUCTION PROGRESSES. INSTALL EQUIPMENT NOTED TO BE CONCEALED IN WALLS BEFORE WALLS ARE CONSTRUCTED IN ORDER THAT WALLS MAY BE CONSTRUCTED AROUND CONDUITS, ENCLOSURES, ETC.

O. METALLIC MATERIALS SHALL BE PROTECTED AGAINST CORROSION. EQUIPMENT ENCLOSURES SHALL BE GIVEN RUST-INHIBITING TREATMENT AND STANDARD FINISH BY MANUFACTURER. ALUMINUM SHALL NOT BE USED ON CONTACT WITH EARTH, AND, WHERE CONNECTED TO DISSIMILAR METAL, SHALL BE PROTECTED BY SUITABLE FITTINGS AND TREATMENT. ALL FERROUS METALS SUCH AS ANCHORS, BOLTS, BRACES, BOXES, BODIES, CLAMPS, FITTINGS, GUARDS, NUTS, PINS, RODS, SHIMS, THIMBLES, WASHERS, AND MISCELLANEOUS PARTS, NOT OF STAINLESS STEEL OR NONFERROUS MATERIALS, SHALL BE HOT-DIPPED GALVANIZED.

P. ALL CONDUITS STUBBED OUT FOR FUTURE USE SHALL HAVE A PULL WIRE INSTALLED, A PLASTIC CAP INSTALLED AND BE IDENTIFIED AS TO THE CONDUIT ORIGIN.

Q. THE RESPONSIBILITY FOR ANY CUTTING OF CONSTRUCTION WHICH IS REQUIRED FOR THE INSTALLATION OF DIVISION 16 WORK, SHALL BE BY THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES AND THE OWNER BEFORE ANY CUTTING AND OBTAIN APPROVAL FROM THE ARCHITECT/ENGINEER PRIOR TO ANY CUTTING. ALL PATCHING AND FINISHING SHALL BE BY THE CONTRACTOR.

R. WHERE OPENINGS OR HOLES ARE CUT IN CONSTRUCTION AND THE CUTTING BREAKS ELECTRICAL CIRCUITRY OR CONTROL CIRCUITRY CONDUIT AND WIRING, THEN IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REROUTE THE CIRCUITRY CONDUIT AND REWIRING AND TO COMPLETE THE CIRCUITRY AS REQUIRED AND AS APPROVED BY THE ARCHITECT/ENGINEER. TEMPORARY COMPLETION SHALL BE PROVIDED WHERE NECESSARY BEFORE THE PERMANENT REROUTING AND COMPLETION WORK IS FINISHED.

S. ANY PENETRATIONS OF FIRE OR SMOKE RATED ASSEMBLIES MADE BY THIS CONTRACTOR IN VERTICAL OR HORIZONTAL CONSTRUCTION SHALL BE SEALED AND PROTECTED BY THIS CONTRACTOR IN ORDER TO MAINTAIN THE ESTABLISHED FIRE RATING WITH METHODS AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.

III. IDENTIFICATION:

A. IDENTIFICATION NAMEPLATES SHALL BE LAMINATED PLASTIC, SECURED TO EQUIPMENT WITH TWO SCREWS.

B. EACH PANELBOARD AND SWITCHBOARD SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS, SECURELY FASTENED TO THE DEVICE.

C. EACH INDIVIDUALLY MOUNTED CIRCUIT BREAKER, SWITCH, TRANSFER SWITCH, MOTOR STARTER, LIGHTING CONTACTOR, TRANSFORMER AND/OR ANY OTHER CONTROL OR PROTECTIVE DEVICE INCLUDING EQUIPMENT DISCONNECT SWITCHES SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS.

D. PANELBOARDS SHALL HAVE TYPEWRITTEN DIRECTORIES. ALL CIRCUITS TO BE IDENTIFIED BY DEVICES SERVED AND ROOM NUMBERS (I.E., LIGHTING ROOM 216). HANDWRITTEN DIRECTORIES WILL NOT BE ALLOWED.

E. EACH JUNCTION BOX CABINET OR WIREWAY LARGER THAN 6" X 6" SHALL BE EQUIPPED WITH A PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS INDICATING THE SYSTEM ENCLOSED.

F. ALL SYSTEMS JUNCTION BOXES AND CONDUIT SHALL BE COLOR CODED INSIDE AND OUTSIDE OF THE BOX PRIOR TO THE INSTALLATION OF CONDUCTORS PER THE FOLLOWING:

1. CCTV SYSTEM: GREEN
2. TELEPHONE DATA SYSTEM: BLUE
3. FIRE ALARM SYSTEM: RED

G. ENTIRE BOX INSIDE AND OUT, INCLUDING COVER, SHALL BE PAINTED PRIOR TO INSTALLING CONDUCTORS.

IV. WIRING DEVICES:

A. SWITCHES AND RECEPTACLES IN LOBBIES, CORRIDORS OR COMMERCIAL SPACES, UNFINISHED AND MECHANICAL SPACES SHALL BE 20 AMP COMMERCIAL GRADE 125 VAC. GRAY IN COLOR WITH STAINLESS STEEL COVERPLATES.

B. WEATHERPROOF RECEPTACLES SHALL BE GFCI TYPES WITH GASKETED STAINLESS STEEL KEY LOCKABLE FLIP COVER TYPE COVERPLATES. SURGE SUPPRESSION TYPE OUTLETS IN MDFS AND IDFS SHALL BE HUBBELL #83625 (BLUE) OR EQUAL.

C. RECEPTACLES PROVIDED FOR ATTACHMENT OF CORD AND PLUG EQUIPMENT SHALL BE HEAVY DUTY, SPECIFICATION GRADE, NON-INTERCHANGEABLE, FLUSH MOUNTED TYPES OF THE PROPER NEMA CONFIGURATION TO SERVE THE EQUIPMENT. NEMA CONFIGURATIONS SHALL BE VERIFIED PRIOR TO INSTALLATION OF CIRCUIT CONDUCTORS. CONTRACTOR TO PROVIDE ALL CONNECTION, WIRING, PIGTAILS FOR DISHWASHERS, COOKING RANGES, OVENS AND GARBAGE DISPOSALS.

D. ALL DEVICES SHALL HAVE PROPER PLATES, CARPET FLANGES, TRIMS, RINGS, ESCUTCHEONS, ETC., AS MANUFACTURED BY SAME MANUFACTURER AS DEVICES. ANY TELEPHONE OR OTHER OUTLET WHICH IS NOT EQUIPPED WITH A PLATE FURNISHED BY OTHERS SHALL HAVE ONE PROVIDED BY THIS CONTRACTOR. DEVICE PLATES SHALL BE COLOR AND TYPE AS SHOWN BELOW.

1. FINISHED SPACES DECORA LINE:
   a. IVORY DEVICES
   b. IVORY NYLON PLATES
2. UNFINISHED OR INDUSTRIAL OR COMMERCIAL TYPE SPACES:
   a. GRAY DEVICES
   b. STAINLESS STEEL OR STAMPED GALVANIZED STEEL ON SURFACE MOUNTED BOXES
   c. STAINLESS STEEL PLATES ON FLUSH MOUNTED BOXES

E. MOUNTING HEIGHTS ARE APPROXIMATE. THE EXACT LOCATIONS AND MOUNTING HEIGHTS SHALL BE DETERMINED ON THE JOB AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL TRADES TO INSURE CORRECT INSTALLATION, I.E., OVER COUNTERS IN OR ABOVE BACK-SPLASHES, IN BLOCK WALLS, TILE, AND OTHER SPECIFIC CONSTRUCTION FEATURES. LOCATION OF OUTLETS MOUNTED IN BUILT-INS, MILLWORK, AND CABINETRY SHALL BE VERIFIED. OUTLETS MOUNTED IN KICK OR TOE SPACES SHALL BE MOUNTED HORIZONTALLY. OUTLET BOXES SHALL BE MOUNTED TO PREVENT DEVICE PLATE FROM OVERLAPPING BACKSPLASH, TRIM, TILE, ETC. LOCATE SO DEVICE PLATE WILL LAY FLAT AGAINST SURFACE COMPLETELY AROUND THE PERIMETER OF PLATE.

F. OUTLETS, OTHER THAN THOSE COORDINATED WITH COUNTER TOPS, SHELVES, AND CABINETS, SHALL BE LOCATED WITH THE CENTER LINE OF OUTLET BOXES THE FOLLOWING DISTANCE ABOVE THE FINISHED FLOOR, UNLESS OTHERWISE INDICATED:

1. RECEPTACLES, GENERAL: 1'-6" AFF
2. TELEPHONE OUTLETS: 1'-6" AFF
3. SWITCHES, GENERAL: 4'-0" AFF

V. RACEWAYS

A. SHALL BE GALVANIZED OUTSIDE AND INSIDE BY HOT DIPPING. E.M.T. SHALL BE ELECTRO-GALVANIZED. CONDUITS SHALL BE AS MANUFACTURED BY REPUBLIC, PITTSBURGH STANDARD, WHEATLAND, TRIANGLE, ALLIED, OR YOUNGSTOWN.

B. SHALL BE STANDARD THREADED TYPE, GALVANIZED OUTSIDE AND INSIDE BY HOT DIPPING. THREADLESS AND CLAMP TYPE NOT ACCEPTABLE. SHALL BE AS MANUFACTURED BY RACO, EFCOR, OR APPLETON.

C. SHALL BE STEEL THREADED COMPRESSION TYPE. ALL COUPLINGS AND CONNECTORS SHALL BE EFCOR OR RACO. PRESSURE INDENTED TYPE CONNECTORS OR CAST METAL WILL NOT BE APPROVED FOR ANY LOCATION.

D. CONNECTORS SHALL HAVE PLASTIC INSULATED THROAT INSERTS.

E. THE USE OF METAL CLAD CABLE IS ACCEPTABLE IN LOCATIONS AS ACCEPTED BY THE NEC AND ALL LOCAL JURISDICTIONAL CODES.

F. STEEL METAL CLAD CABLE, TYPE MC, EMPLOYING CIRCUIT CONDUCTORS #12 SOLID TO #2 AWG, SOLID OR STRANDED COPPER WITH THHN INSULATION, AN INSULATED GREEN GROUNDING CONDUCTOR AND GALVANIZED STEEL INTERLOCKED ARMOR CLADDING. THE CABLES SHALL BE SUITABLE FOR USE IN DRY LOCATIONS AT TEMPERATURES NOT EXCEEDING 90°C ON AD CIRCUITS UP TO 600 VOLTS IN ACCORDANCE WITH N.E.C., ARTICLE 334. THE CABLE SHALL BE ONE AND TWO HOUR FIRE RATED PER ANSI/UL 1479 FOR USE IN WALL, CEILING AND FLOOR ASSEMBLIES.

G. FLEXIBLE METALLIC CONDUIT RACEWAYS MAY BE USED TO CONNECT HVAC UNITS LOCATED IN INTERIOR MECHANICAL AREAS. MINIMUM SIZE 3/4".

H. CONDUIT SHALL BE SIZED IN ACCORDANCE WITH THE LATEST NATIONAL ELECTRICAL CODE EXCEPT THAT NO CONDUIT SHALL BE SMALLER THAN 3/4" UNLESS OTHERWISE NOTED. CONDUIT SHALL BE SIZED LARGER THAN REQUIRED ABOVE WHEN SO SHOWN ON THE DRAWINGS OR WHEN REQUIRED BY LOCAL CODE.

I. ANY CONDUIT STUBBED OUT FOR FUTURE SHALL BE CAPPED WITH A PLASTIC CAP AND MARKED WITH A 2" MINIMUM RED METAL TAG WHICH IDENTIFIES CONDUIT ORIGIN. CONDUITS STUBBED UP ABOVE GRADE OR ROOF SHALL BE TAGGED ON THE CONDUIT. CONDUIT STUBBED OUT BELOW GRADE SHALL BE TAGGED ON NEAREST BUILDING WALL, CURB, ETC., DIRECTLY OVER THE CONDUIT RUN. ALL EMPTY CONDUITS SHALL HAVE PULL WIRES.

VI. SCHEDULE 40 RIGID PVC:

A. CONDUIT SHALL BE COMPOSED OF POLYVINYLCHLORIDE AND SHALL BE UL RATED TYPE 40 FOR USE WITH 90EC RATED CONDUCTORS. CONDUIT SHALL CONFORM TO NEMA STANDARDS AND APPLICABLE SECTIONS OF NEC.

B. INSTALLATION OF RIGID NON-METALLIC CONDUIT SHALL COMPLY WITH ARTICLE 347 OF THE NATIONAL ELECTRICAL CODE (NFPA 70) AND THESE SPECIFICATIONS.

C. PROVIDE A CONTINUOUS, INSULATED, GROUNDING CONDUCTOR IN EVERY RIGID, NON-METALLIC RACEWAY EVEN IF NOT SHOWN ON THE DRAWINGS. THE GROUNDING CONDUCTOR SHALL BE CONNECTED TO GROUND AT EACH END OF THE RACEWAY IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE (NFPA 70).

D. WHERE RIGID NON-METALLIC CONDUIT TRANSITIONS TO METALLIC CONDUIT, THE LOCATION OF THE TRANSITION SHALL BE UNDERGROUND.

E. NO PVC CONDUIT SHALL BE RUN EXPOSED, OR ABOVE GRADE.

VII. WIRE AND CABLE 600 VOLT:

A. CONDUCTORS SHALL HAVE CURRENT CARRYING CAPACITIES AS PER NEC AND WITH 600 VOLT INSULATION, #12 AVERAGE MINIMUM FOR 20 AMP CIRCUITS AND #14 FOR 15 AMP CIRCUITS EXCEPT FOR CONTROLS, AND FIXTURE WIRE. CONDUCTORS SHALL BE COPPER.

B. #12 AND #10 SHALL BE SOLID, TYPE THW/THWN INSULATION.

C. #8 AND LARGER, AND ANY SIZE TO MOTORS SHALL BE STRANDED TYPE THW.

D. SHALL BE MADE WITH T & B STA-KON WIRE JOINTS, PT SERIES, COMPLETE WITH INSULATING CAPS AND INSTALLED WITH WT161 TOOL OR WT2000 TOOL, IDEAL SUPER-NUTS (NOT WIRE NUTS), IDEAL WING NUTS, OR BUCHANAN ELEC. PRODUCTS B CAP OR SERIES 2000 PRESSURE CONNECTORS COMPLETE WITH NYLON SNAP-ON INSULATORS AND INSTALLED WITH C24 PRESSURE TOOL.

E. ALL JOINTS AND SPLICES IN WIRE SHALL BE MADE WITH APPROVED SOLDERLESS CONNECTORS, AND COVERED SO THAT INSULATION IS OWNER APPROVED EQUAL TO CONDUCTOR INSULATION. SPLICES SHALL NOT BE PERMITTED IN CONTROL, SECURITY, FIRE ALARM, TELEVISION OR COMMUNICATIONS SYSTEMS, OR WHERE OTHERWISE NOTED. SPLICING OF WIRE OR CABLES WILL NOT BE ALLOWED BELOW GRADE, INCLUDING IN BOXES BELOW GRADE.

F. BOTH CONDUCTORS AND CONDUITS SHALL BE CONTINUOUS FROM OUTLET TO OUTLET.

G. IN INSTALLING THE MAIN ELECTRICAL SERVICE, ADDITIONAL SLACK CONDUCTORS SHALL BE PROVIDED AND TERMINATED AS REQUIRED BY ELECTRIC UTILITY FOR CONNECTION TO THEIR EQUIPMENT. FIELD COORDINATE WITH UTILITY PRIOR TO INSTALLING CONDUCTORS.

H. IN INSTALLING PARALLEL CONDUCTORS IT IS MANDATORY THAT ALL CONDUCTORS MAKING UP THE FEEDER BE EXACTLY THE SAME LENGTH, THE SAME SIZE AND THE SAME TYPE OF CONDUCTOR WITH THE SAME INSULATION. FURTHER, EACH GROUP OF CONDUCTORS MAKING UP A PHASE OR NEUTRAL MUST BE BONDED AT BOTH ENDS IN AN APPROVED MANNER.

I. CONDUCTOR SIZES INDICATED ON CIRCUIT HOMERUNS OR IN PANELBOARD SCHEDULES SHALL BE INSTALLED OVER THE ENTIRE LENGTH OF THE CIRCUIT UNLESS NOTED OTHERWISE ON THE DRAWINGS.

J. CONDUCTORS SHALL BE CONTINUOUS AND UNSPLICED WHERE INSTALLED IN CONDUIT. SPLICES SHALL OCCUR ONLY WITHIN WIRING TROUGHS, WIREWAYS, JUNCTION BOXES, OUTLET BOXES, OR EQUIPMENT ENCLOSURES WHERE SUFFICIENT ADDITIONAL ROOM IS PROVIDED FOR ALL SPLICES.

K. EACH BRANCH CIRCUIT AND FEEDER CONDUCTOR SHALL BE COLOR CODED. FOR CONDUCTOR SIZES THRU NO. 6 AWG, THE INSULATION SHALL BE OF THE COLOR AS INDICATED BELOW. COLOR CODE SHALL BE STRICTLY ADHERED TO. FOR CONDUCTOR SIZES NO. 4 AWG AND LARGER, COLOR CODED PHASE TAPE MAY BE APPLIED COMPLETELY AROUND THE CONDUCTOR INSULATION WITHIN 8" OF EACH END OF THE CONDUCTOR AND IN EACH PULL OR JUNCTION BOX OR WHENEVER CONDUCTORS ARE PHYSICALLY EXPOSED TO VIEW. GROUNDING CONDUCTORS AND GROUNDED CONDUCTORS SHALL HAVE INSULATION COLOR AS INDICATED FOR SIZES THROUGH #6 AWG.
120/208 V, 3PHASE,4W

PHASE A,	COLOR: BLACK
PHASE B,	COLOR: RED
PHASE C,	COLOR: BLUE
NEUTRAL	COLOR: WHITE
GROUND,	COLOR: GREEN

VIII. GROUNDING:

A. THIS SECTION DEALS WITH THE GROUNDING OF SERVICE EQUIPMENT, TRANSFORMERS, NON-CURRENT CARRYING CONDUCTIVE SURFACES OF EQUIPMENT, METAL BUILDING, STRUCTURES AND OTHER EQUIPMENT.

B. ALL GROUNDING CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL LOCAL CODES AND REQUIREMENTS. SUCH CODES SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE INSTALLATION OF THE GROUNDING SYSTEM SHALL INSURE FREEDOM FROM DANGEROUS SHOCK EXPOSURE AND SHALL PROVIDE A LOW IMPEDANCE GROUND FAULT PATH TO PERMIT OPERATION OF OVERCURRENT AND GROUND FAULT PROTECTIVE DEVICES.

C. ALL SERVICE AND EQUIPMENT GROUNDING CONDUCTORS, AND BONDING JUMPERS SHALL BE INSULATED COPPER, TYPE THHN, THWN, OR THW CONDUCTORS (UNLESS NOTED OTHERWISE) AND SHALL BE SIZED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF ARTICLES 250 AND 517 OF THE NATIONAL ELECTRICAL CODE. GROUNDING CONDUCTORS #6 AWG AND SMALLER SHALL HAVE A GREEN COLOR INSULATION. ALL GROUNDING CONDUCTORS #4 AWG AND LARGER SHALL BE ADEQUATELY IDENTIFIED WITH A GREEN TRACER AND/OR GREEN COLORED TAPE AT EACH END OF THE GROUNDING CONDUCTOR AND AT EACH PULLBOX OR OTHER ACCESSIBLE LOCATION.

D. THE MAIN SERVICE GROUNDING ELECTRODE SYSTEM SHALL CONSIST OF THE FOLLOWING

GENERAL NOTES:

A. DO NOT SCALE ELECTRICAL DRAWING FOR ANY DIMENSIONS.

B. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRIC CODE, NATIONAL, STATE AND LOCAL CODES. PROVIDE GROUNDING AND BONDING PER NEC 250.

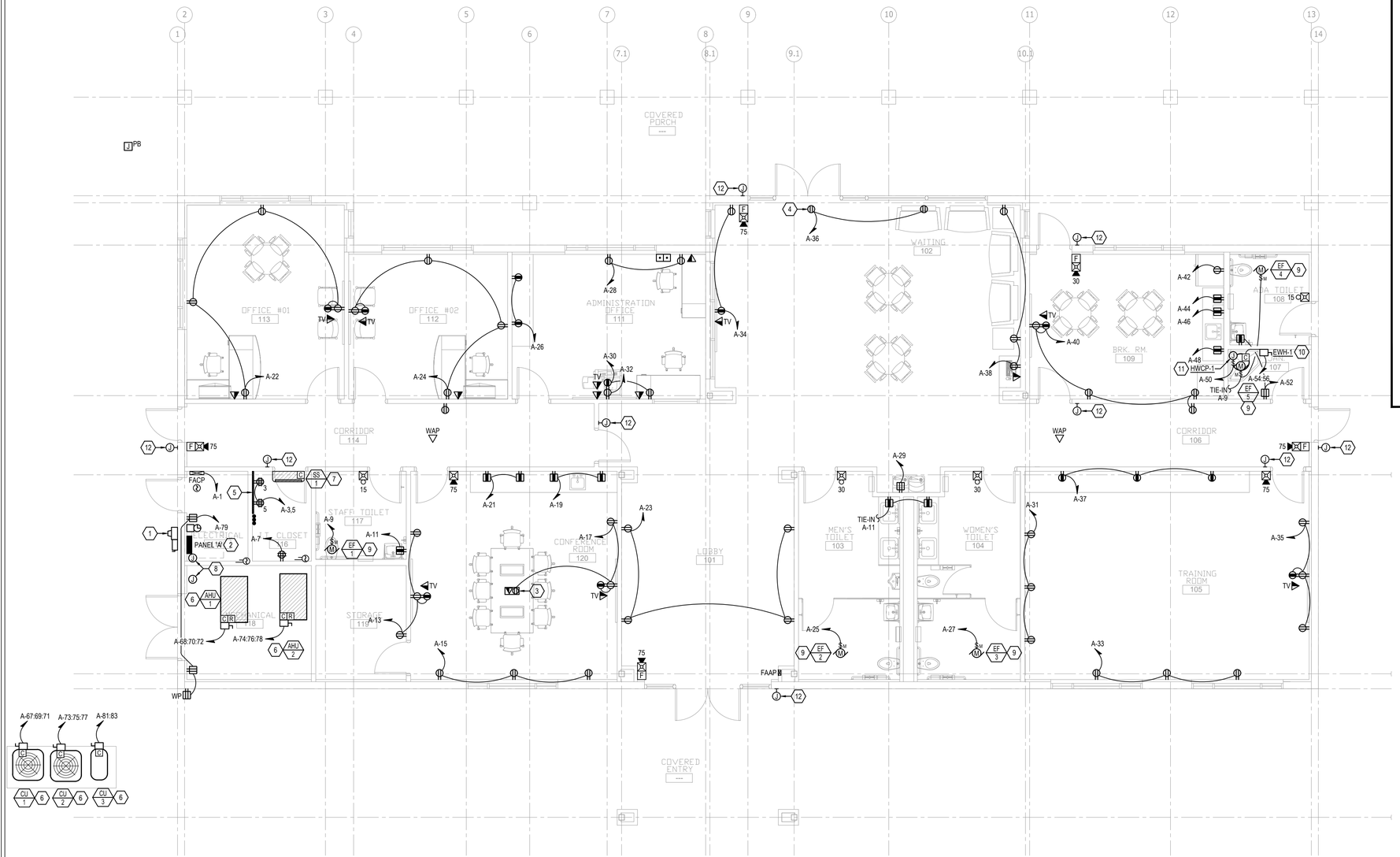
C. REFER TO RISER DIAGRAM FOR FEEDER WIRE AND CONDUIT SIZE. ALL CIRCUITS NOT SIZED ON DRAWING SHALL BE INSTALLED TO MEET MINIMUM SIZE REQUIRED BY NEC. ALL CONDUCTORS SHALL HAVE AN EQUIPMENT GROUND WIRE SIZED PER NEC.

D. FIELD VERIFY EXACT LOCATION AND MOUNTING HEIGHT OF ALL DEVICES AND EQUIPMENT PRIOR TO ROUGH-IN.

E. ALL RECEPTACLES SHALL BE LISTED AS TAMPER RESISTANT. COMPLY WITH NEC 406.12.

KEY NOTES: (#)

1. PROPOSED LOCATION OF UTILITY METER AND SERVICE DISCONNECT. ELECTRICAL CONTRACTOR SHALL COORDINATE EXACT LOCATION AND ADDITIONAL INSTALLATION REQUIREMENTS WITH OWNER AND UTILITY COMPANY PRIOR TO COMMENCING OF WORK. REFER TO RISER DIAGRAM FOR FURTHER INFORMATION.
2. ELECTRICAL CONTRACTOR SHALL COORDINATE EXACT LOCATION WITH OWNER PRIOR ROUGH-IN. LOCATE AS REQUIRED TO MAINTAIN NEC CLEARANCES. REFER TO RISER DIAGRAM AND PANEL SCHEDULE FOR FURTHER INFORMATION.
3. PROVIDE A RECESSED FLOOR BOX FLUSH WITH FLOOR DUPLEX RECEPTACLE. INCLUDE ALL ACCESSORIES REQUIRED FOR COMPLETE INSTALLATION IN ADDITION TO APPROPRIATE FLOOR TRIM (WALKER DUCT PRO SERIES SYSTEM BRASS TRIM FLANGES). COORDINATE ALL FINISHES AND EXACT LOCATIONS WITH ARCHITECT AND ARCHITECTURAL FINISH PLAN FOR FLOOR TYPES/FINISHES. INCLUDE ALL CORE DRILLING AND PATCHING OF FLOOR FOR COMPLETE INSTALLATION. ROUTE HOMERUN TO NEAREST WALL LOCATION AND STUB AS REQUIRED FOR ROUTING TO CIRCUIT BREAKER PANEL.
4. PROVIDE 120V RECEPTACLE ABOVE SHOW WINDOW AS REQUIRED PER NEC 210.62.
5. PROVIDE 3/4" THICK FRT TYPE PLYWOOD TELECOM BOARD. PAINT WITH FIRE RETARDANT WHITE PAINT. INCLUDE COPPER GROUNDING BUS AND #6 AWG CONDUCTOR TO SERVICE GROUNDING POINT. COORDINATE FINAL REQUIREMENTS IN FIELD WITH LOW VOLTAGE INSTALLER.
6. ELECTRICAL CONTRACTOR SHALL COORDINATE DISCONNECT AND FUSE REQUIREMENTS FOR MECHANICAL UNIT WITH MECHANICAL CONTRACTOR AND EQUIPMENT MANUFACTURER PRIOR TO ROUGH-IN AND PROVIDE AS REQUIRED. COORDINATE LOCATION OF DISCONNECT WITH OWNER AND MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN. LOCATE AS REQUIRED TO MAINTAIN NEC CLEARANCES.
7. CONNECT INTERIOR MECHANICAL MINI-SPLIT UNIT THROUGH ASSOCIATED EXTERIOR UNIT. CONNECT PER MANUFACTURER'S RECOMMENDATIONS AND PROVIDE ALL CONTROL WIRING, CONDUIT, ETC. AS REQUIRED.
8. PROVIDE CEILING MOUNTED JUNCTION BOX FOR CONNECTION OF MOTORIZED CONTROL DAMPER. COORDINATE EXACT LOCATION AND ADDITIONAL INSTALLATION REQUIREMENTS WITH MECHANICAL CONTRACTOR PRIOR ROUGH-IN. CONNECT MOTORIZED CONTROL DAMPER TO NEAREST GENERAL RECEPTACLE CIRCUIT.
9. FRACTIONAL HORSEPOWER EXHAUST FAN TO OPERATE CONTINUOUSLY DURING OCCUPIED TIMES. INTERLOCK FAN WITH RESPECTIVE MECHANICAL UNIT FAN OR PROVIDE WITH TIME-CLOCK AS MEANS OF CONTROL. REFER TO MECHANICAL DRAWINGS FOR FURTHER INFORMATION.
10. ELECTRICAL CONTRACTOR SHALL COORDINATE DISCONNECT AND FUSE REQUIREMENTS FOR PLUMBING EQUIPMENT WITH PLUMBING CONTRACTOR AND EQUIPMENT MANUFACTURER PRIOR TO ROUGH-IN AND PROVIDE AS REQUIRED.
11. PROVIDE CEILING MOUNTED JUNCTION BOX WITH SINGLE TOGGLE FOR HOT WATER RECIRCULATION PUMP. REFER TO PLUMBING DRAWINGS TO COORDINATE EXACT LOCATION AND MOUNTING HEIGHT PRIOR ROUGH-IN.
12. PROVIDE JUNCTION BOX FOR ACCESS CONTROL. ROUTE 3/4"C WITH PULLSTRING TO ACCESS CONTROL PANEL. REFER TO ARCHITECTURAL ROUGH-IN DRAWINGS FOR EXACT LOCATION AND MOUNTING HEIGHT PRIOR TO ROUGH-IN. COORDINATE ADDITIONAL REQUIREMENTS WITH LOW VOLTAGE VENDOR.



1 / E201 FLOOR PLAN – POWER
SCALE: 3/16" = 1'-0"

NORTH

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PRELIMINARY

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REVISIONS:	
Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JS/PJR/SP
Checked By:	LMS/BLS

ELECTRICAL
FLOOR PLAN - POWER

E201

100% Construction Documents

GENERAL NOTES:

A. DO NOT SCALE ELECTRICAL DRAWING FOR ANY DIMENSIONS.

B. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRIC CODE, NATIONAL, STATE AND LOCAL CODES. PROVIDE GROUNDING AND BONDING PER NEC 250.

C. VERIFY ALL MOUNTING HEIGHTS AND PENDANT LENGTHS WITH ARCHITECT AND ENGINEER PRIOR TO ORDERING FIXTURES.

D. ALL EMERGENCY LIGHTING FIXTURES (NORMALLY OFF), NIGHT LIGHTS, AND EXIT SIGNS SHALL BE CONNECTED "HOT" TO THE INDICATED LOCAL LIGHTING CIRCUIT. (NOT SWITCHED)

E. EMERGENCY ILLUMINATION SHALL BE PROVIDED FOR A PERIOD OF 90 MINUTES IN THE EVENT OF FAILURE OF NORMAL LIGHTING. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOTCANDLE (10 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOTCANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOTCANDLE (6 LUX) AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 FOOTCANDLE (0.6 LUX) AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40:1 SHALL NOT BE EXCEEDED.

F. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT FIXTURE LOCATIONS AND ORIENTATIONS.

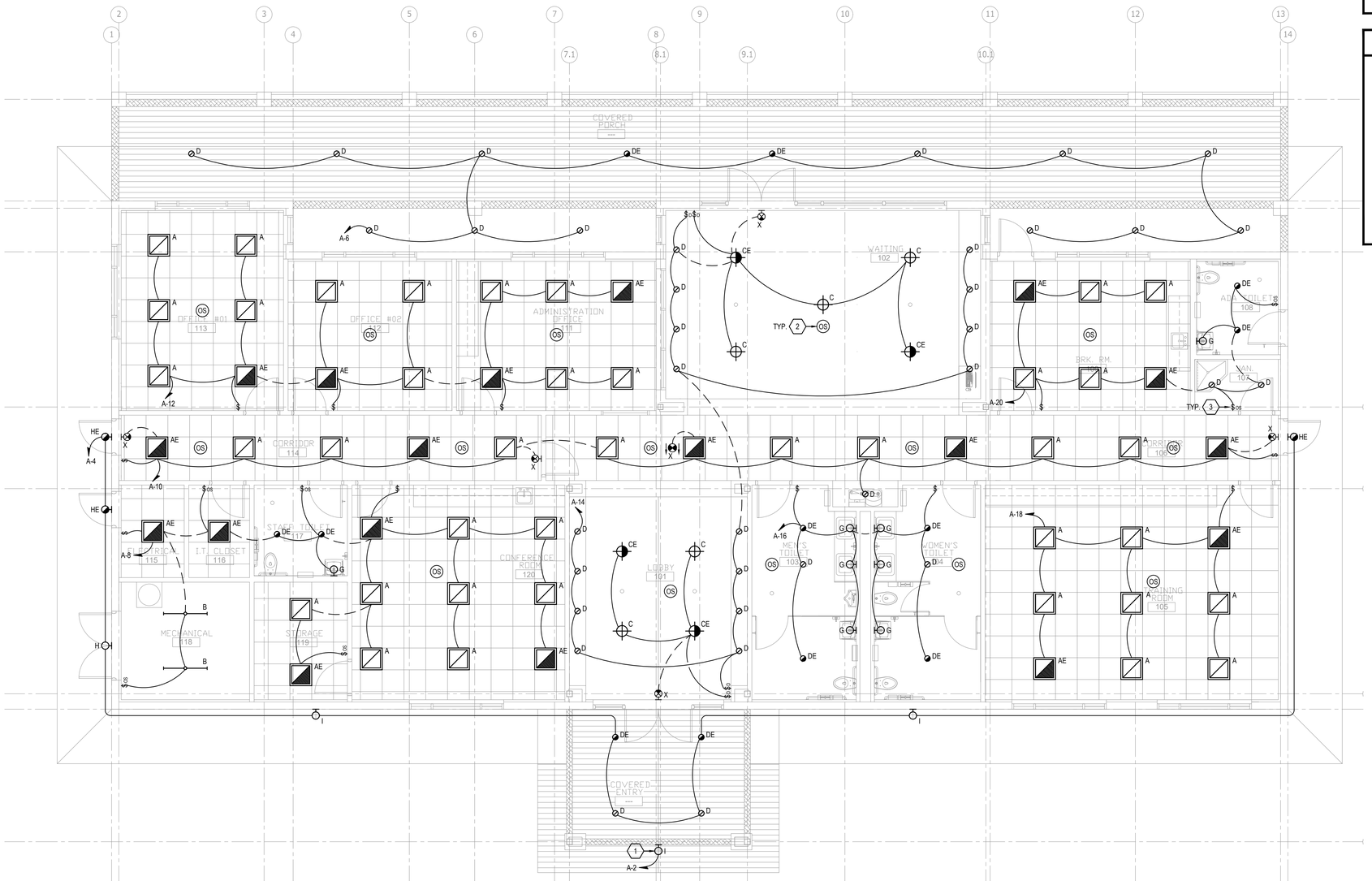
G. REFER TO ARCHITECTURAL ELEVATIONS AND SECTIONS FOR ADDITIONAL LIGHTING FIXTURE MOUNTING DETAILS AND INFORMATION.

KEY NOTES: (#)

1. PROVIDE 120V CONNECTION FOR SIGNAGE. CONNECT SIGNAGE CIRCUIT VIA EXTERIOR LIGHTING CONTROL FOR AUTOMATIC CONTROL. COORDINATE EXACT LOCATION, CONNECTION REQUIREMENTS, AND CONTROL REQUIREMENTS WITH OWNER AND SIGN INSTALLER PRIOR TO ROUGH-IN AND PROVIDE AS REQUIRED.

2. PROVIDE CEILING MOUNTED, DUAL TECHNOLOGY, LOW VOLTAGE VACANCY SENSOR, WATTSTOPPER #DT-305 (OR APPROVED SUBSTITUTION) TO OVERRIDE WALL SWITCHES AND TURN OFF LIGHTS IF ROOM IS UNOCCUPIED FOR MORE THAN 20 MINUTES. COORDINATE LOCATION WITH CONDITIONS IN FIELD TO PROVIDE MAXIMUM COVERAGE OF SPACE. PROVIDE ADDITIONAL SENSORS, RELAYS, POWER PACKS, ETC. AS REQUIRED FOR COMPLETE COVERAGE OF SPACE. INSTALLATION SHALL COMPLY WITH FLORIDA BUILDING CODE - ENERGY CONSERVATION - SECTION C405.2.1, 2023, 8TH EDITION.

3. PROVIDE WALL MOUNTED, DUAL TECHNOLOGY, LOW VOLTAGE VACANCY SENSOR, WATTSTOPPER #DW-100-24 (OR APPROVED SUBSTITUTION) FOR AUTOMATIC CONTROL OF LIGHTING. CONNECT LIGHTING IN SPACE AS SHOWN ON PLANS VIA WATTSTOPPER LIGHTING POWER PACK #BZ-200 (OR APPROVED SUBSTITUTION). PROVIDE ALL ADDITIONAL POWER PACKS, RELAYS, SENSORS AS REQUIRED FOR COMPLETE COVERAGE OF SPACE AND SWITCHING AS SHOWN ON PLANS. INSTALLATION SHALL COMPLY WITH FLORIDA BUILDING CODE - ENERGY CONSERVATION - SECTION C405.2.1, 2023, 8TH EDITION.



1 E301 FLOOR PLAN – LIGHTING
SCALE: 3/16" = 1'-0"

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REVISIONS:	

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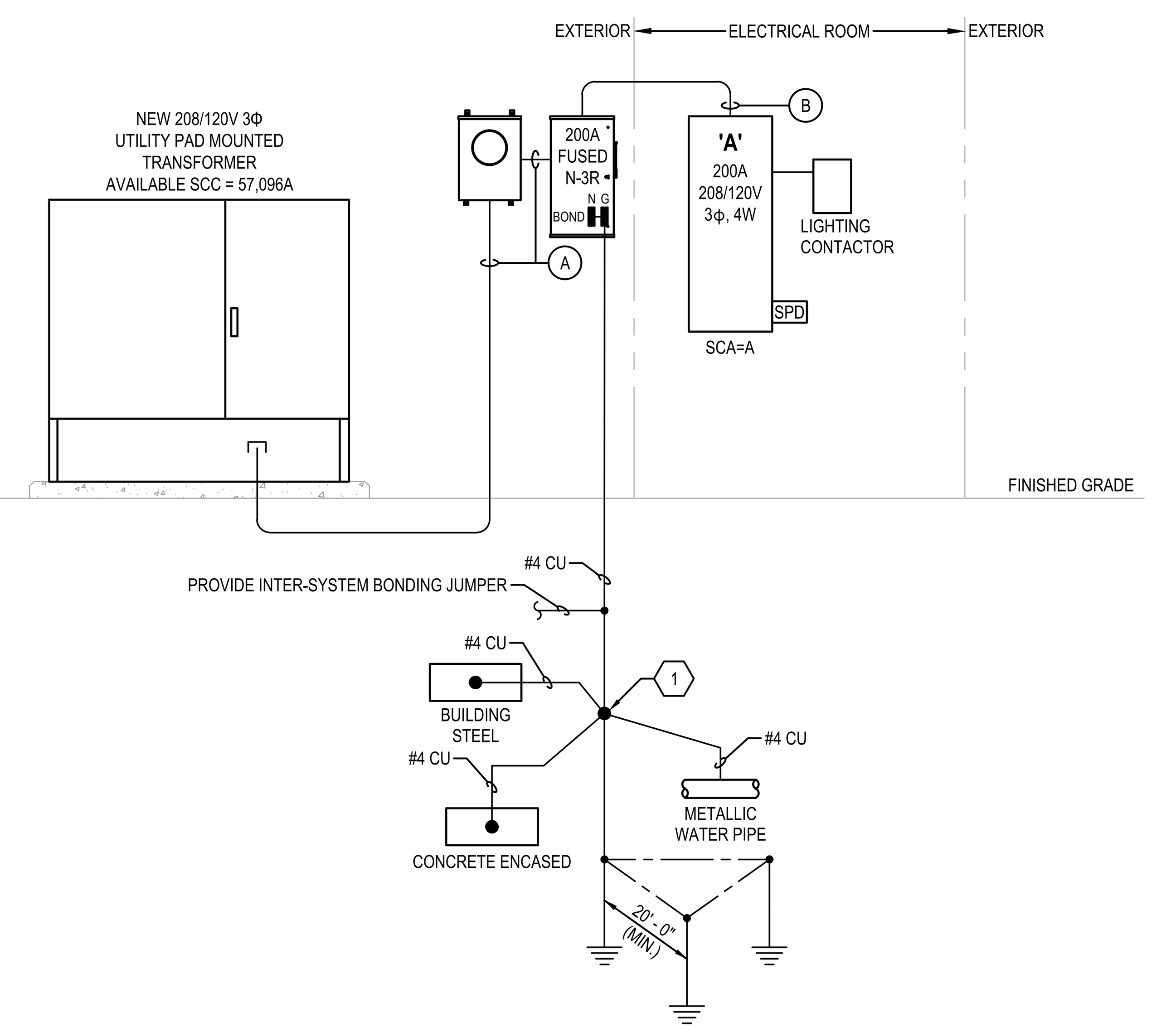
ELECTRICAL
FLOOR PLAN - LIGHTING

E301

100% Construction Documents



1 E401 ELECTRICAL POWER RISER DIAGRAM

SCALE: N.T.S.

WIRE SIZE 20A/1Φ/VOLTAGE DROP

ASSUMPTION:
- 20A/1Φ, 120 OR 277V CIRCUIT
- COPPER CONDUCTORS
- 75° RATING AND CIRCUIT LOADED TO 80% OF OVER-CURRENT DEVICE RATING
- "L" IS THE ACTUAL "ONE-WAY" LENGTH OF THE BRANCH CIRCUIT. OPTIONALLY, THE CONTRACTOR MAY CALCULATE THE WIRE SIZE TO MAINTAIN A VOLTAGE DROP BELOW 5% FOR EACH 20A/1Φ BRANCH CIRCUITS BASED ON THE ACTUAL/NEC LOAD CONNECTED.

120 VOLT:
- #12 AWG FOR L>55'
- #10 AWG FOR 55'<L<90'
- #8 AWG FOR 55'<L<140'
- #6 AWG FOR 140'<L<225'
- #4 AWG FOR 225<L<350'
- #3 AWG FOR 350'<L<450'
- #2 AWG FOR 450'<L<580'

277 VOLT:
- #12 AWG FOR L>125'
- #10 AWG FOR 125'<L<215'
- #8 AWG FOR 215'<L<330'
- #6 AWG FOR 330'<L<525'

FOR L>500', THE BRANCH CIRCUIT WIRING SHALL BE SIZED TO LIMIT THE VOLTAGE DROP TO 5%

CONDUIT & CONDUCTOR SIZES: (#)

(A) 4#3/0 AWG CU IN 2"C

(B) 4#3/0 AWG CU &1#6 AWG CU GND. IN 2"C

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B. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRIC CODE, NATIONAL, STATE AND LOCAL CODES. PROVIDE GROUNDING AND BONDING PER NEC 250.

C. COORDINATE ALL WORK WITH LOCAL UTILITY COMPANY PRIOR TO ROUGH-IN.

D. EXACT FAULT CURRENT INFORMATION IS CURRENTLY NOT AVAILABLE FROM THE UTILITY COMPANY. EXISTING TRANSFORMER SECONDARY FAULT CURRENT TABLES HAVE BEEN USED TO PERFORM THE SHORT CIRCUIT CURRENT CALCULATIONS USING POINT-TO-POINT METHOD.

E. THE CONTRACTOR WILL BE RESPONSIBLE FOR ACCOUNTING FOR INCREASED WIRE SIZE, CONDUIT SIZE, AND SPACE TAKEN BY THE LARGER CONDUIT IF ALUMINUM CONDUCTORS ARE USED.

F. ALL WORK SHALL FOLLOW LOCKOUT-TAG OUT PROCEDURES DURING THE CONSTRUCTION PHASE.

G. ALL ELECTRIC PANELS ARE TO BE PROVIDED WITH PHENOLIC NAMEPLATES SPECIFYING PANEL NAME AND VOLTAGE/PHASE OF PANEL. NAMEPLATES SHALL BE WHITE WITH BLACK ETCHED LETTERS AS REQUIRED. PROVIDE EACH PANEL WITH TYPEWRITTEN PANEL DIRECTORY INDICATING THE LOCATION AND EQUIPMENT SERVED BY EACH BREAKER AS REQUIRED.

H. PROVIDE A PERMANENT LABEL TO THE FRONT OF SERVICE EQUIPMENT ENCLOSURE STATING THE MAXIMUM AVAILABLE FAULT CURRENT IN AMPS, THE DATE CALCULATED, THE NOMINAL VOLTAGE AND THE FREQUENCY IN HERTZ, THE SERVICE EQUIPMENT BUS RATING IN AMPS, AND THE SCCR OF SERVICE EQUIPMENT IN AMPS IN ACCORDANCE WITH NEC 110.24. SIGNAGE SHALL BE ENGRAVED, LAMINATED ACRYLIC, OR MELAMINE LABEL, PUNCHED OR DRILLED FOR MECHANICAL FASTENERS WITH WHITE LETTERS ON A BLACK BACKGROUND, MINIMUM 1/16" THICK. MINIMUM LETTER HEIGHT SHALL BE 1/2".

NOTE:
PER (2023 FBCEC C405.5.3, 8TH EDITION):
ALL CONDUCTORS FOR FEEDERS AND BRANCH CIRCUITS ARE DESIGNED FOR A MAXIMUM OF 5% VOLTAGE DROP TOTAL.

LEGEND

Line	Meaning
——— (heavy)	NEW EQUIPMENT
——— (light)	EXISTING EQUIPMENT TO REMAIN
— — —	EXISTING EQUIPMENT TO BE REMOVED

KEY NOTES: (#)

1. PROVIDE 1#4 AWG CU GROUNDING IN 1" CONDUIT TO 5/8" x 30'-0" CU CLAD GROUND THREE POINT GROUND FIELD, METALLIC WATER PIPE, CONCRETE ENCASED ELECTRODE, AND BUILDING STEEL.

LIGHTING FIXTURE SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	MODEL	VOLTS	LAMP QTY	LAMP WATTS	LAMP MODEL	FIXTURE WATTS
A	2' X 2' LED TROFFER	COLUMBIA LIGHTING	CBT22-LSCS	120/277	1	38	LED	38
AE	2' X 2' LED TROFFER WITH EMERGNECY BATTERY BACKUP	COLUMBIA LIGHTING	CBT22-LSCS-ELL10	120/277	1	38	LED	38
B	4' MULTIPURPOSE LINEAR LIGHT	COLUMBIA LIGHTING	MPS4-35ML-CW-EDU	120/277	1	31.6	LED	31.6
C	6" ROUND LED PENDANT	PRESCOLITE	LTC-6RD-P06L40K8MD-DM1	120/277	1	7.8	LED	7.8
CE	6" ROUND LED PENDANT WITH EMERGENCY BATTERY BACKUP	PRESCOLITE	LTC-6RD-P06L40K8MD-DM1EM	120/277	1	7.8	LED	7.8
D	6" LED DOWNLIGHT	PRESCOLITE	LFR-6RD-M-15L35K8-WD-DM1 / LFR-6RD-T-SS	120/277	1	11.4	LED	11.4
DE	6" ROUND LED DOWNLIGHT WITH EMERGENCY BATTERY BACKUP	PRESCOLITE	LFR-6RD-M-15L35K8-WD-DM1-EM / LFR-6RD-T-SSEM	120/277	1	11.4	LED	11.4
G	WALL MOUNTED LIGHT	COLUMBIA LIGHTING	CWM2-35VWSM-FRFP-EDU	120/277	1	14	LED	14
H	WALL MOUNTED LED DOWNLIGHT - WET LOCATION	PRESCOLITE	LTC-6RD-W06L40K8MD-DM1	120/277	1	7.8	LED	7.8
HE	WALL MOUNTED LED DOWNLIGHT - WET LOCATION WITH EMERGENCY BATTERY BACKUP	PRESCOLITE	LTC-6RD-W06L40K8MD-DM1EM	120/277	1	7.8	LED	7.8
I	WALL MOUNTED LED DOWNLIGHT - WET LOCATION	PRESCOLITE	LTC-6RD-W06L40K8MD-DM1	120/277	1	7.8	LED	7.8
X	UNIVERSAL FACE/MOUNT LED EXIT SIGN WITH WHITE THERMOPLASTIC HOUSING, RED LETTERS, BATTERY BACKUP	COMPASS	CER	120/277	1	1.78	LED	1.78

NOTES:
1. ELECTRICAL CONTRACTOR SHALL VERIFY ALL FIXTURE TYPES AND FINISHES WITH OWNER PRIOR TO ORDERING.

PANEL A

LOCATION: ELECTRICAL ROOM | VOLTAGE: 208Y/120 V 3Φ 4W | MIN. AIC RATING: 22K AIC
TYPE: SQUARE D TYPE NQ | MAINS: 200 A ☑ MLO ☐ MCB | MOUNTING: SURFACE
FED FROM: SERVICE DISC. | LUGS: ☐ SUB-FEED ☐ FEED-THRU | ENCLOSURE: NEMA 1

NOTES:
PROVIDE TYPED WRITTEN DIRECTORY
PROVIDE GROUND & NEUTRAL BUS

CKT.	CIRCUIT DESCRIPTION	NOTES	Φ	NEUT	GND	COND	BKR	LOAD KVA	PHASE Φ	LOAD KVA	BKR	Φ	NEUT	GND	COND	NOTES	CIRCUIT DESCRIPTION	CKT.
1	FACP	3	12	12	12	1/2"	20/1	0.38	A	1.20	20/1	12	12	12	1/2"	4	SIGNAGE	2
3	RECP TTB		12	12	12	1/2"	20/1	0.36	B	0.09	20/1	12	12	12	1/2"	4	LIGHTS EXTERIOR	4
5	RECP TTB		12	12	12	1/2"	20/1	0.36	C	0.16	20/1	12	12	12	1/2"	4	LIGHTS PORCH	6
7	RECP IT		12	12	12	1/2"	20/1	0.36	A	0.59	20/1	12	12	12	1/2"		LIGHTS ELEC/IT/MECH/RR/CONF	8
9	EF-1,4,5		12	12	12	1/2"	20/1	0.04	B	0.51	20/1	12	12	12	1/2"		LIGHTS CORRIDOR	10
11	RECP TOILET		12	12	12	1/2"	20/1	0.54	C	0.61	20/1	12	12	12	1/2"		LIGHTS OFFICE	12
13	RECP STORAGE/CONFERENCE		12	12	12	1/2"	20/1	0.72	A	0.25	20/1	12	12	12	1/2"		LIGHTS LOBBY/WAITING	14
15	RECP CONFERENCE		12	12	12	1/2"	20/1	0.54	B	0.15	20/1	12	12	12	1/2"		LIGHTS MEN'S/WOMEN'S TOILET	16
17	RECP CONFERENCE		12	12	12	1/2"	20/1	0.72	C	0.34	20/1	12	12	12	1/2"		LIGHTS TRAINING	18
19	RECP CONFERENCE COUNTER		12	12	12	1/2"	20/1	0.36	A	0.29	20/1	12	12	12	1/2"		LIGHTS BREAK/TOILET/JAN	20
21	RECP CONFERENCE COUNTER		12	12	12	1/2"	20/1	0.36	B	0.90	20/1	12	12	12	1/2"		RECP OFFICE	22
23	RECP LOBBY		12	12	12	1/2"	20/1	0.72	C	0.90	20/1	12	12	12	1/2"		RECP OFFICE	24
25	EF-2		12	12	12	1/2"	20/1	0.70	A	0.36	20/1	12	12	12	1/2"		RECP ADMIN	26
27	EF-3		12	12	12	1/2"	20/1	0.70	B	0.36	20/1	12	12	12	1/2"		RECP ADMIN	28
29	EWC		12	12	12	1/2"	20/1	0.72	C	0.36	20/1	12	12	12	1/2"		RECP ADMIN	30
31	RECP TRAINING		12	12	12	1/2"	20/1	0.54	A	0.18	20/1	12	12	12	1/2"		RECP ADMIN	32
33	RECP TRAINING		12	12	12	1/2"	20/1	0.54	B	0.36	20/1	12	12	12	1/2"		RECP WAITING	34
35	RECP TRAINING		12	12	12	1/2"	20/1	0.72	C	0.36	20/1	12	12	12	1/2"		RECP SHOW WINDOW	36
37	RECP TRAINING		12	12	12	1/2"	20/1	0.54	A	0.54	20/1	12	12	12	1/2"		RECP WAITING	38
39	SPARE						20/1		B	0.90	20/1	12	12	12	1/2"		RECP BREAK	40
41	SPARE						20/1		C	0.90	20/1	12	12	12	1/2"	1	REFRIGERATOR	42
43	SPARE						20/1		A	0.18	20/1	12	12	12	1/2"		RECP BREAK COFFEE	44
45	SPARE						20/1		B	1.00	20/1	12	12	12	1/2"		MICROWAVE	46
47	SPARE						20/1		C	0.18	20/1	12	12	12	1/2"		RECP BREAK COUNTER	48
49	SPARE						20/1		A	0.09	20/1	12	12	12	1/2"		HWCP	50
51	SPARE						20/1		B	0.36	20/1	12	12	12	1/2"		RECP JAN/TOILET	52
53	SPARE						20/1		C	2.25	30/2	10	10	10	3/4"		EWH-1	54
55	SPARE						20/1		A	2.25		10						56
57	SPARE						20/1		B		20/1						SPARE	58
59	SPARE						20/1		C		20/1						SPARE	60
61	SPARE						20/1		A		20/1						SPARE	62
63	SPARE						20/1		B		20/1						SPARE	64
65	SPARE						20/1		C		20/1						SPARE	66
67			8					2.40	A	4.45		8						68
69	CU-1	2	8	8	10	3/4"	40/3	2.40	B	4.45	50/3	8	8	10	3/4"		AHU-1	70
71			8					2.40	C	4.45		8						72
73			6					3.59	A	4.67		8						74
75	CU-2	2	6	6	10	3/4"	60/3	3.59	B	4.67	50/3	8	8	10	3/4"		AHU-2	76
77			6					3.59	C	4.67		8						78
79	RECP EXTERIOR/MECH/ELEC		12	12	12	1/2"	20/1	0.54	A	-		10						80
81	CU/SS-1	2	12	12	12	3/4"	20/3	1.32	B	-	30/3	10	10	10	3/4"		SPD	82
83			12					1.32	C	-		10						84

EQUIPMENT SERVED	CONN. LOAD	L.F.	D.F.	DEMAND LOAD	
LIGHTING	4.19 KVA		125%	5.24 KVA	
RECEPTACLES - GENERAL	14.86 KVA		**	12.43 KVA	**FIRST 10KVA + 50% OF REMAINING
LARGEST MOTOR	2.70 KVA		125%	3.38 KVA	
MOTOR	1.43 KVA		100%	1.43 KVA	
MISCELLANEOUS	6.59 KVA		100%	6.59 KVA	
HEAT	27.36 KVA		100%	27.36 KVA	

TOTAL DEMAND LOAD: 56.42 KVA

TOTAL DEMAND AMPS: 156.60 AMPS

NOTES
1) PROVIDE GFCI BRANCH CIRCUIT BREAKER.
2) NONCOINCIDENT LOAD.
3) PROVIDE CIRCUIT BREAKER LOCK ON WITH LABELING PER NFPA 72.
4) CONNECT LIGHTING CIRCUIT VIA LIGHTING CONTACTOR FOR AUTOMATIC CONTROL.

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REVISIONS:

Project No.: 24-01002
Date: NOV. 2024
Drawn By: JS/PJR/SP
Checked By: LMS/BLS

ELECTRICAL RISER AND SCHEDULES

E401

100% Construction Documents

F.A.C. 61G15-32.008 DESIGN OF FIRE ALARMS & DETECTION SYSTEMS

61G15-32.008 DESIGN OF FIRE ALARM AND DETECTION SYSTEM COMPLIANCE NOTES FOR BUILDING TYPE(S):

APPLICABLE CODES: FBC FLORIDA BUILDING CODE (2023) 8TH EDITION
FFPC FLORIDA FIRE PREVENTION CODE (2023) 8TH EDITION
- NFPA 1 FIRE CODE (2021) FLORIDA EDITION
- NFPA 101 LIFE SAFETY CODE (2021) FLORIDA EDITION

NFPA 70 NATIONAL ELECTRICAL CODE (2020)
NFPA 72 NATIONAL FIRE ALARM & SIGNALING CODE (2019)
AHJ - NEW SMYRNA BEACH, FLORIDA - LOCAL CODES & AMENDMENTS

(4) ENSURE MINIMUM DESIGN QUALITY OF FIRE ALARM SYSTEM AS FOLLOWS

A. DESIGN INTENT

1. SYSTEM TYPE: FIRE ALARM CONTROL PANEL (FACP) LOCATED IN ELECTRICAL ROOM SHALL BE AN ADDRESSABLE TYPE PANEL BY EDWARDS, HONEYWELL, NOTIFIER, OR APPROVED EQUIVALENT.
2. SEE SYMBOL LEGEND ON THIS SHEET.
3. SEE FIRE ALARM RISER DIAGRAM THIS SHEET.
4. CABLING REQUIREMENTS:
   a. WIRING METHOD: THE SYSTEM WILL BE FREE WIRED USING APPROPRIATE STRAPS, TIES, FITTINGS, ETC. TO PREVENT DAMAGE TO THE WIRING.
   b. INITIATION CIRCUITS (LOOP): INITIATION LOOP CONDUCTORS SHALL BE WEST PENN #D991 FOR 3000'0" IN LENGTH AND LESS. WEST PENN #D995 SHALL BE USED FOR CIRCUITS OVER 3000'0" IN LENGTH. BELOW GRADE, WET OR DAMP LOCATION INSTALLED CABLE, INCLUDING CABLE INSTALLED ON THE TOP OF EXTERIOR WALKWAYS, SHALL BE WEST PENN AQUASEAL MULTI-CONDUCTOR (14 GAUGE), UNLESS NOTED OTHERWISE, SHALL BE INSTALLED IN CONDUIT.
   c. SIGNAL CIRCUITS: SIGNAL CIRCUITS SHALL BE #14 AWG THWN 19 STRAND COPPER (USE #12 AWG IF VOLTAGE DROP EXCEEDS MANUFACTURER'S SPECIFICATIONS).
   d. ANNUNCIATOR CIRCUITS: #14 AWG THWN 19 STRAND COPPER (USE #12 AWG IF VOLTAGE DROP EXCEEDS MANUFACTURER'S SPECIFICATIONS).
   e. EACH AND EVERY WIRE SHALL BE LABELED AT EACH END WITH SLC #, CHANNEL # OR SIGNAL #. EACH SEPARATE CIRCUIT, INITIATION, SIGNAL AND AUXILIARY SHALL HAVE A SPECIFIC NUMBER. LABEL EACH CONDUCTOR BY THIS CIRCUIT NUMBER AT THE CONTROL CONNECTIONS AND AT EACH TERMINAL CONNECTION IN THE TERMINAL CABINETS.
5. FIRE RATINGS REQUIRED FOR SURVIVABILITY: UNLESS NOTED OTHERWISE, PATHWAY SURVIVABILITY SHALL BE LEVEL 0.
6. GENERAL OCCUPANCY OF PROTECTED PROPERTY: B (BUSINESS).

B. DEVICE LOCATIONS AND RELATED SYSTEMS

1. ALL INITIATION AND NOTIFICATION DEVICES ARE SHOWN ON ELECTRICAL POWER AND SYSTEMS PLANS WITHIN THIS ELECTRICAL DRAWING SET.
2. CONNECTIONS TO OTHER SYSTEMS: PROVIDE RELAYS FOR OTHER LOCAL CONTROL SUCH AS HVAC SHUTDOWN AND FIRE/SMOKE DAMPER RELEASE. RELAYS SHALL BE 10 AMP RATED RELAYS. UPON ACTIVATION OF THE FIRE ALARM SYSTEM, THE RELAY SHALL ACTIVATE AND SHUTDOWN THE CONTROLLED EQUIPMENT. LOCATE ALL RELAYS WITHIN 36" OF EQUIPMENT CONTROLLED. PROVIDE WEATHERPROOF UNITS WHERE INDICATED OR INSTALL IN WEATHERPROOF BOXES.

C. STROBE INTENSITY AND SPEAKER OUTPUT RATINGS

1. PER NFPA 72 SECTION 18.4.3 AUDIBLE SIGNALS SHALL BE AT LEAST 15dB ABOVE AVERAGE AMBIENT SOUND LEVEL OR 5dB ABOVE MAXIMUM SOUND LEVEL, WHICHEVER IS GREATER.
2. ALL VISUAL NOTIFICATION DEVICES SHALL HAVE CANDELA RATINGS AS INDICATED ON PLAN SHEET(S), PER NFPA 72 SECTION 18.5.5.4.
3. AUDIBLE APPLIANCES FOR SLEEPING AREAS SHALL PRODUCE A LOW FREQUENCY ALARM SIGNAL THAT COMPLIES WITH NFPA SECTION 18.4.5.3.
4. VISUAL FIRE ALARM NOTIFICATION APPLIANCES LOCATED IN SLEEPING AREAS SHALL HAVE AN INTENSITY LEVEL OF:
   - 110 CD WHERE TOP OF LENS IS INSTALLED GREATER THAN OR EQUAL TO 24 INCHES FROM THE CEILING
   - 177 CD WHERE TOP OF LENS IS INSTALLED LESS THAN 24 INCHES FROM THE CEILING

   AND SHALL NOT BE FURTHER THAN 16 FEET FROM THE PILLOW, IN ACCORDANCE WITH NFPA 72 SECTIONS 18.5.5.7.1-18.5.5.7.3.

D. CIRCUIT CLASSES

1. INITIATING DEVICE CIRCUITS - CLASS B.
2. SIGNALING LINE CIRCUITS - CLASS B.
3. NOTIFICATION APPLIANCE CIRCUIT - CLASS B.

E. FUNCTIONS - SEE FIRE ALARM MATRIX OF OPERATIONS THIS SHEET.

F. FIRE ALARM TYPE AND ZONING

1. FIRE ALARM SYSTEM IS AN ADDRESSABLE TYPE.
2. INITIATING DEVICES SHALL BE ZONED BY BUILDING.
3. EVACUATION SIGNALS SHALL BE ZONED BY BUILDING.

G. SURGE PROTECTION

TOTAL PROTECTION SOLUTIONS MODEL LT120-20A-DIN2 ON THE 120V CIRCUIT FEEDING THE FACP POWER SUPPLY(S). ALL INCOMING SLC LOOP WIRING AND SBUS CONDUCTORS (WHERE APPLICABLE) SHALL BE PROTECTED BY TOTAL PROTECTION SOLUTIONS MODEL 24SLP (FOR CIRCUITS LESS THAN .5 AMPS) AND MODEL 24LIT (FOR CIRCUITS GREATER THAN .5 AMPS). EACH BUILDING'S FIRE RISER FLOW AND TAMPER SWITCH SHALL BE PROTECTED BY TOTAL PROTECTION SOLUTIONS MODEL 24LIT4, INSTALLED BETWEEN THE FLOW AND TAMPER SWITCH CONDUCTORS AND THEIR ADDRESSABLE MODULES AT THE FIRE RISER. ALL SURGE/TRANSIENT SUPPRESSORS MUST BE CONNECTED TO APPROVED BUILDING GROUND AND INSTALLED PER MANUFACTURER'S INSTRUCTIONS.

H. ENVIRONMENTAL FACTORS

NO SPECIAL ENVIRONMENTAL FACTORS APPLY. FIRE ALARM DEVICES AND EQUIPMENT TO BE INSTALLED OUTDOORS IN EXTERIOR LOCATIONS SHALL BE SPECIFICALLY DESIGNED AND U.L. LISTED AS WEATHERPROOF AND WATERPROOF.

I. SITE PLAN

AN ELECTRICAL FLOOR PLAN HAS BEEN PROVIDED ON SHEET E-201 INDICATING THE LOCATIONS OF FACP IN ELECTRICAL ROOM.

J. AREA SMOKE DETECTION

1. WHERE SMOKE DETECTORS ARE USED TO PROVIDE AREA COVERAGE, THEY SHALL BE LOCATED IN ACCORDANCE WITH NFPA 72 SECTION 17.7.3 "LOCATION AND SPACING" AND NFPA SECTION 29.8.3.4 "SPECIFIC LOCATION REQUIREMENTS" FOR THE APPLICABLE CONDITIONS.
2. SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE LOCATED WHERE AMBIENT CONDITIONS, INCLUDING HUMIDITY AND TEMPERATURE, ARE OUTSIDE THE LIMITS SPECIFIED BY THE MANUFACTURER'S PUBLISHED INSTRUCTIONS.
3. SMOKE DETECTORS SHALL NOT BE LOCATED DIRECTLY IN THE AIRSTREAM OF SUPPLY AIR REGISTERS PER NFPA 72 17.7.6.3.2.

K. SMOKE STRATIFICATION - SMOKE STRATIFICATION IS NOT EXPECTED TO OCCUR IN THIS/THESE INTERIOR BUILDING(S).

L. PERFORMANCE BASED DESIGN (PBD) - THE DESIGN IS DERIVED FROM A PRESCRIPTIVE DESIGN BASIS.

M. EVACUATION SIGNAL

EVACUATION SIGNAL IS A GENERAL SIGNAL ☐ BY FLOOR ☒ BY BUILDING.

N. WIRING REQUIREMENTS

1. WIRING SHALL BE IN ACCORDANCE WITH NFPA 72 AND NFPA 70 ARTICLES 300, 760, 770, AND 800, AS APPLICABLE, UNLESS OTHERWISE NOTED.
2. PROTECTION AGAINST DAMAGE: INSTALL WIRING IN METAL RACEWAY. CONCEAL RACEWAY EXCEPT IN UNFINISHED SPACES AND AS INDICATED.
3. FIRE ALARM DEVICES AND EQUIPMENT TO BE INSTALLED OUTDOORS IN EXTERIOR LOCATIONS SHALL BE SPECIFICALLY DESIGNED AND U.L. LISTED AS WEATHERPROOF AND WATERPROOF. PROVIDE WEATHERPROOF NEOPRENE GASKETS BETWEEN WALL MOUNTING SURFACE AND FIRE ALARM DEVICE FOR ALL DEVICES MOUNTED OUTDOORS.

O. OPERATIONS AND MAINTENANCE PROCEDURES

1. PROVIDE THE SERVICES OF A FACTORY-AUTHORIZED SERVICE REPRESENTATIVE TO DEMONSTRATE THE SYSTEM AND TRAIN OWNER'S MAINTENANCE PERSONNEL AS SPECIFIED BELOW:
   a. TRAIN OWNER'S MAINTENANCE PERSONNEL IN THE LOCATION OF DEVICES, BOXES, PROCEDURES AND SCHEDULES INVOLVED IN OPERATING, TROUBLESHOOTING, SERVICING, AND PREVENTIVE MAINTAINING OF THE SYSTEM. PROVIDE A MINIMUM OF 4 HOURS' TRAINING. TRAINING SHALL INCLUDE A COMPLETE PROJECT WALKDOWN WITH OWNER'S AUTHORIZED REPRESENTATIVE TO IDENTIFY DEVICE LOCATIONS, JUNCTION BOX LOCATIONS AND SURGE SUPPRESSION MODULE LOCATIONS.
   b. SCHEDULE TRAINING WITH THE OWNER AT LEAST SEVEN WORKING DAYS IN ADVANCE.

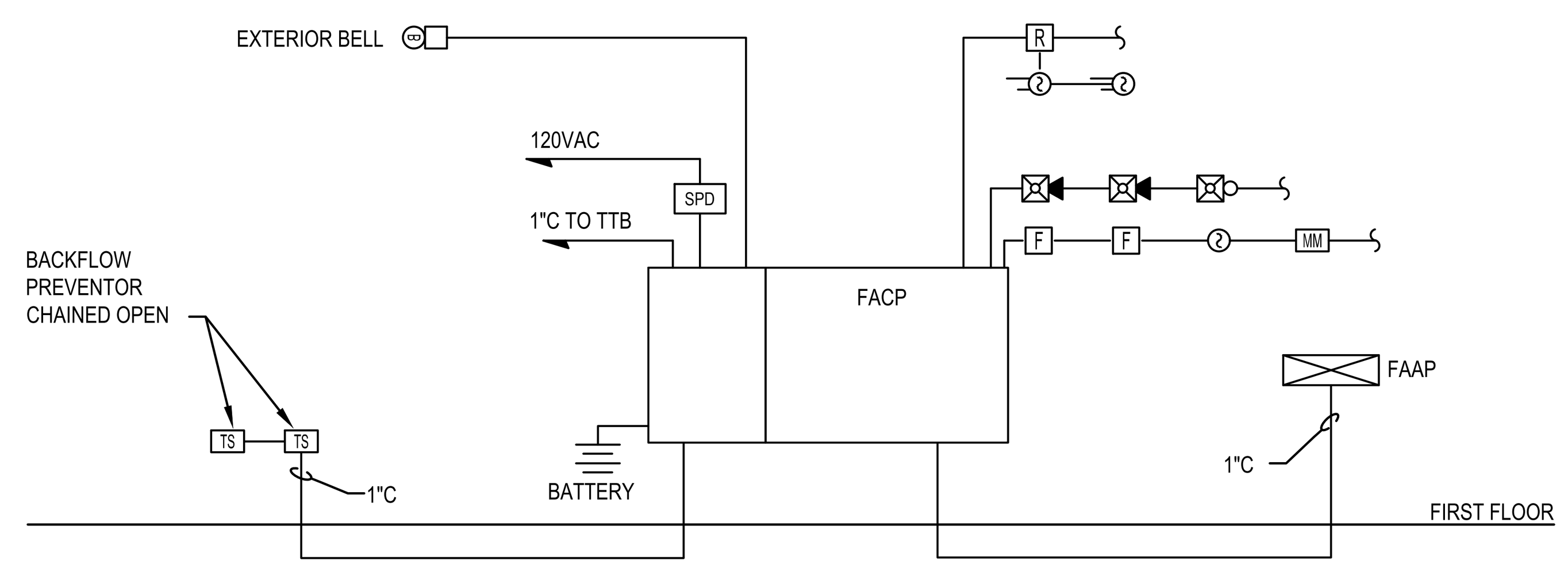
(5) BATTERY CALCULATIONS AND VOLTAGE DROP CALCULATIONS

FIRE ALARM CONTRACTOR SHALL SUBMITTALS AND SHOP DRAWINGS WITH BATTERY CALCULATIONS AND VOLTAGE DROP (CIRCUIT ANALYSIS) CALCULATIONS BASED ON THE SPECIFIC EQUIPMENT INCLUDED IN THOSE SUBMITTALS AND SHOP DRAWINGS. CALCULATIONS SHALL BE COMPLETED USING THE EQUIPMENT MANUFACTURE'S DATA AND APPLICABLE NFPA 72 PROCEDURES.

(6) SYSTEM TEST AND DOCUMENTATION REQUIREMENTS

FIRE ALARM CONTRACTOR SHALL PERFORM THE TESTING LISTED BELOW AND PREPARE RECORDS PER NFPA 72 SECTION 14.6.

☒ INITIAL ACCEPTANCE TESTING SHALL BE IN ACCORDANCE WITH NFPA 72 SECTION 14.4.1 FOR ALL NEW APPLIANCE AND CIRCUITS.
☐ RE-ACCEPTANCE TESTING IN ACCORDANCE WITH NFPA 72 14.4.2 FOR MODIFICATIONS OF EXISTING CIRCUITS.
☒ AFTER INITIAL ACCEPTANCE TESTING, FIRE ALARM SYSTEM TESTING SHALL BE PERFORMED AND DOCUMENTED IN COMPLIANCE WITH THE PERIODIC FREQUENCIES AND METHODS AS SHOWN IN NFPA 72 TABLE 14.3.1.



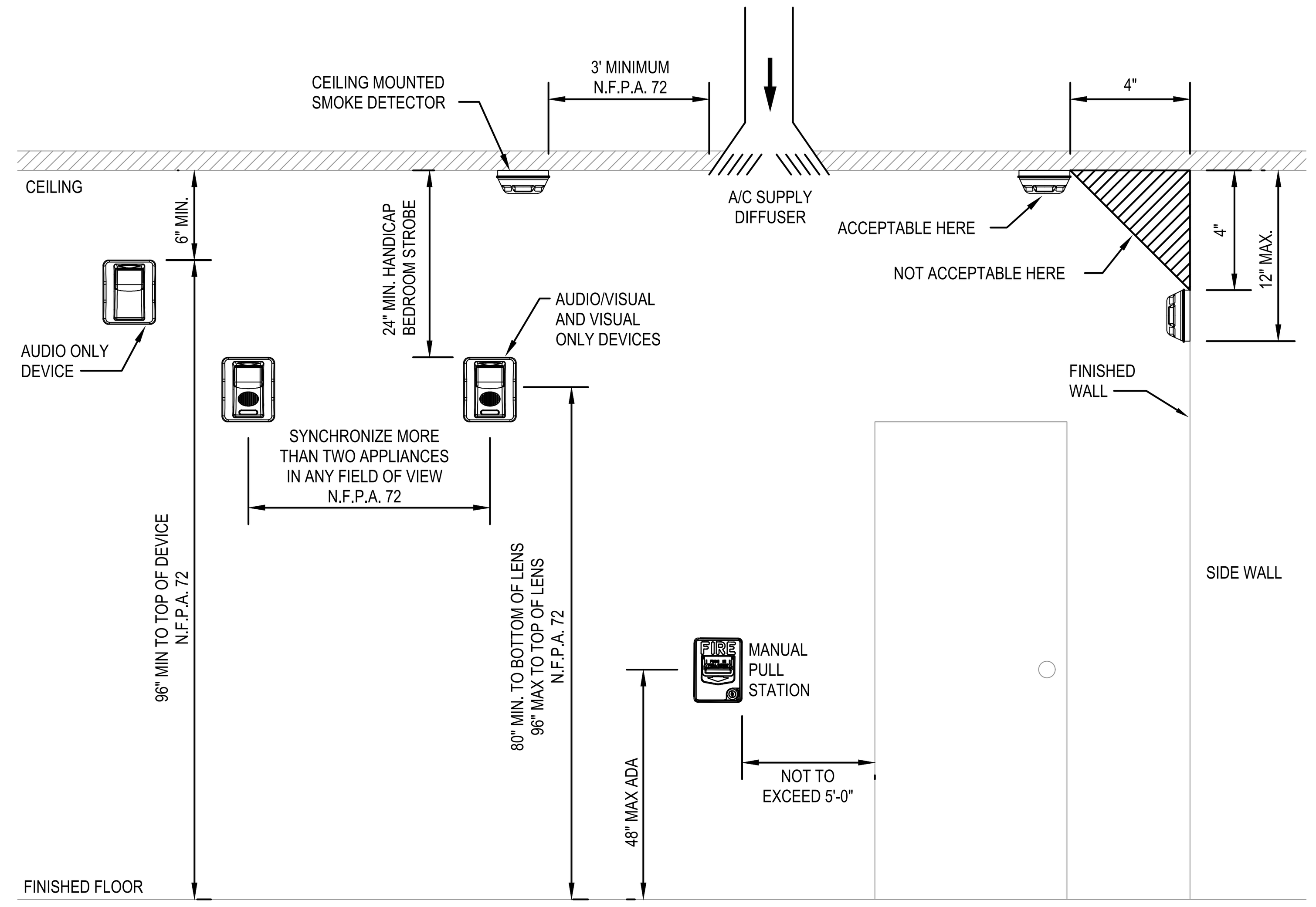
FIRE ALARM SYSTEM RISER DIAGRAM

NO SCALE

		CONTROL UNIT ANNUNCIATION							NOTIFICATION	FIRE SAFETY CONTROL						
		ACTUATE COMMON ALARM SIGNAL INDICATOR	ACTUATE AUDIBLE ALARM SIGNAL	ACTUATE COMMON SUPERVISORY SIGNAL INDICATOR	ACTUATE AUDIBLE SUPERVISORY SIGNAL	ACTUATE COMMON TROUBLE SIGNAL INDICATOR	ACTUATE COMMON TROUBLE SIGNAL	ACTUATE ALARM INDICATOR	ACTUATE EVACUATION SIGNAL	DISPLAY/PRINT CHANGE OF STATUS	TRANSMIT FIRE ALARM SIGNAL TO SUPERVISING STATION	TRANSMIT SUPERVISORY SIGNAL TO SUPERVISING STATION	TRANSMIT TROUBLE SIGNAL TO SUPERVISING STATION	CLOSE SMOKE/FIRE DAMPERS IN RATED WALLS	SHUTDOWN AFFECTED AIR HANDLING UNIT(S)	UNLOCK SECURED EGRESS EXITS
	SYSTEM INPUTS	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	MANUAL FIRE ALARM BOXES	●	●					●	●	●	●					●
2	AREA SMOKE DETECTORS	●	●					●	●	●	●			●		●
3	IN-DUCT SMOKE DETECTORS			●	●					●		●		●	●	●
4	WATER FLOW	●	●					●		●	●					●
5	OPEN CIRCUIT					●	●						●			
6	GROUND FAULT					●	●						●			
7	NOTIFICATION APPLIANCE CIRCUIT SHORT					●	●						●			

FIRE ALARM MATRIX OF OPERATIONS

NO SCALE



FIRE ALARM MOUNTING HEIGHT DETAIL

NO SCALE

FIRE ALARM RISER GENERAL NOTES:

A. FIRE ALARM SYSTEM RISER DIAGRAM IS DIAGRAMMATICAL. SEE FLOOR PLANS FOR EXACT QUANTITIES OF DEVICES. WIRING SHALL BE AS RECOMMENDED BY SYSTEMS MANUFACTURER.

B. DO NOT SCALE ELECTRICAL DRAWING FOR ANY DIMENSIONS.

C. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRICAL CODE, NATIONAL, STATE AND LOCAL CODES. PROVIDE GROUNDING AND BONDING PER NEC 250.

D. PROVIDE 120VAC SURGE SUPPRESSION AND LOW VOLTAGE FIRE ALARM CIRCUIT SURGE SUPPRESSION.

E. PROVIDE NOTIFICATION APPLIANCE CIRCUITS AND POWER SUPPLIES AS REQUIRED.

F. REFER TO POWER AND SYSTEMS FLOOR PLANS FOR FIRE ALARM EQUIPMENT COUNT.

G. PROVIDE 1" CONDUIT FROM FACP TO TTB.

H. ALL FIRE ALARM CIRCUITS SHALL BE IN CONDUIT WHERE REQUIRED BY CODE OR AHJ. PROVIDE ALL REQUIRED MONITORING AND CONTROL OF MECHANICAL UNITS AS REQUIRED BY AUTHORITY HAVING JURISDICTION.

I. VERIFY FIRE PROTECTION FLOW AND TAMPER SWITCH LOCATION WITH FIRE PROTECTION DRAWINGS. PROVIDE ALL REQUIRED MONITORING OF FIRE PROTECTION SYSTEM.

J. PER FFPC 8TH EDITION NFPA 1 SECTION 11.10 TWO-WAY RADIO COMMUNICATION ENHANCEMENT SYSTEMS: IN ALL NEW AND EXISTING BUILDINGS, MINIMUM RADIO SIGNAL STRENGTH FOR THE FIRE DEPARTMENT COMMUNICATIONS SHALL BE SHALL BE MAINTAINED AT A LEVEL DETERMINED BY THE AHJ.

K. CONTRACTOR SHALL PROVIDE FIRE ALARM SHUTDOWN RELAY FOR ACCESS CONTROL SYSTEM WHERE APPLICABLE.

L. CONTRACTOR SHALL PROVIDE FIRE ALARM SHUTDOWN RELAY FOR BUILDING AUDIO SYSTEM WHERE APPLICABLE.

M. CONTRACTOR SHALL PROVIDE 10 YEAR SEALED BATTERY SMOKE DETECTORS AND SMOKE ALARMS.

N. THE DRAWINGS, ASSOCIATED SPECIFICATIONS, DEVICES, AND NOTATION INDICATED ARE PERFORMANCE BASED DESIGN ONLY (AS PER FAC 61G15.32) AND ARE FOR GENERAL REFERENCE AND SCOPE DELINEATION PURPOSES ONLY. EXACT DEVICE LOCATIONS, DESIGN, QUANTITIES, ETC. WILL BE DETERMINED BY THE FIRE ALARM INSTALLER (DELEGATED ENGINEER) UNDER THE FIRE ALARM SUB-TRADE PERMIT.

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REVISIONS:

Project No.:	24-01002
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FIRE ALARM RISER DIAGRAM

E402

100% Construction Documents

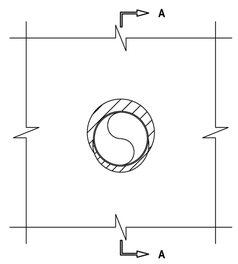
UL/cUL SYSTEM NO. W-L-1175

METAL PIPE THROUGH GYPSUM WALL ASSEMBLY

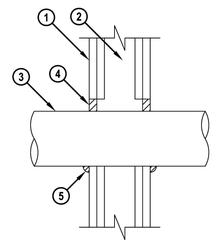
F-RATING = 1-HR. OR 2-HR.
T-RATING = 0-HR.
L-RATING AT AMBIENT = 1 CFM/SQ. FT.
L-RATING AT 400°F = 1 CFM/SQ. FT.

WL1175b.032206

FRONT VIEW



SECTION A-A



1. GYPSUM WALL ASSEMBLY (UL/cUL CLASSIFIED U300 OR U400 SERIES) (1-HR. OR 2-HR. FIRE-RATING) (2-HR. SHOWN).
2. [NOT SHOWN] WOOD STUDS TO CONSIST OF NOMINAL 2" x 4" LUMBER. STEEL STUDS TO BE MINIMUM 2-1/2" WIDE.
3. PENETRATING ITEM TO BE ONE OF THE FOLLOWING :
   A. MAXIMUM 4" NOMINAL DIAMETER EMT.
   B. MAXIMUM 4" NOMINAL DIAMETER STEEL CONDUIT.
4. MINIMUM 5/8" DEPTH HILTI CP 618 FIRESTOP PUTTY STICK.
5. MINIMUM 1/4" CROWN HILTI CP 618 FIRESTOP PUTTY STICK AT POINT OF CONTACT.

NOTES : 1. MAXIMUM DIAMETER OF OPENING = 5-1/2".
2. ANNULAR SPACE = MINIMUM 0", MAXIMUM 1".

Hilti Firestop Systems	HILTI, Inc. Tulsa, Oklahoma USA (918) 252-6000	Sheet: 1 of 1	Drawing No. WL 1175b
		Scale: 3/16" = 1"	
		Date: Mar. 22, 2006	

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UL FIRE RATED DETAIL (W-L-1175) | F

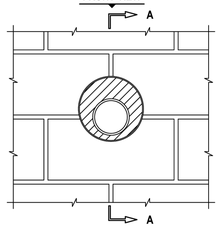
UL/cUL SYSTEM NO. W-J-1020

METAL PIPE THROUGH CONCRETE WALL OR BLOCK WALL

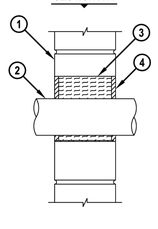
F-RATING = 2-HR.
T-RATING = 0-HR. OR 1/4-HR.
L-RATING AT AMBIENT = LESS THAN 1 CFM/SQ. FT.
L-RATING AT 400°F = 4 CFM/SQ. FT.

WJ1020e.091699

FRONT VIEW



SECTION A-A



1. CONCRETE WALL ASSEMBLY (2-HR. FIRE-RATING):
   A. LIGHTWEIGHT OR NORMAL WEIGHT CONCRETE WALL (MIN. 5" THICK).
   B. ANY UL/ULC CLASSIFIED CONCRETE BLOCK WALL.
2. PENETRATING ITEM TO BE ONE OF THE FOLLOWING:
   A. MAXIMUM 4" NOMINAL DIAMETER COPPER PIPE.
   B. MAXIMUM 4" NOMINAL DIAMETER STEEL CONDUIT.
   C. MAXIMUM 4" NOMINAL DIAMETER EMT.
3. MINERAL WOOL (MIN. 4 PCF DENSITY), BACKER ROD, OR HILTI CF 128 FILLER FOAM TO BE USED AS A BACKER.
4. HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT:
   A. MINIMUM 1/4" DEPTH WHEN EMT OR STEEL CONDUIT IS THE PENETRATING ITEM.
   B. MINIMUM 1/2" DEPTH WHEN COPPER PIPE IS THE PENETRATING ITEM.

NOTES : 1. MAXIMUM DIAMETER OF OPENING = 8".
2. ANNULAR SPACE = MINIMUM 3/4", MAXIMUM 3-1/2".
3. FOR HOLLOW BLOCK WALLS, USE NO. 8 STEEL WIRE MESH TO AID IN THE INSTALLATION.

HILTI® FIRESTOP SYSTEMS	HILTI, Inc. Tulsa, Oklahoma USA (918) 252-6000	Sheet: 1 of 1	Drawing No. WJ 1020e
		Scale: 1/8" = 1"	
		Date: SEPT. 16, 1999	

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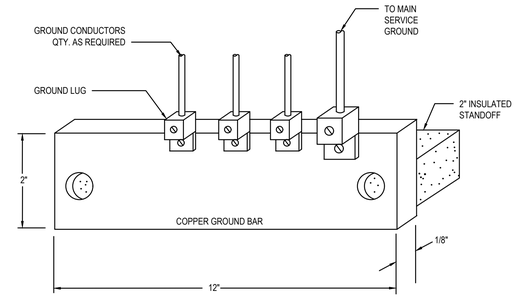
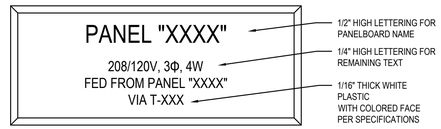
UL FIRE RATED DETAIL (W-J-1020) | G

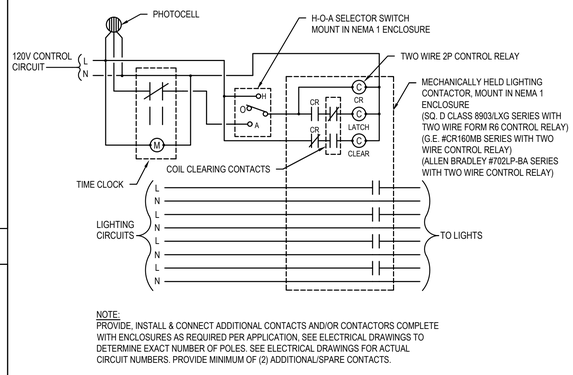


COMMUNICATIONS GROUND BAR DETAIL | C



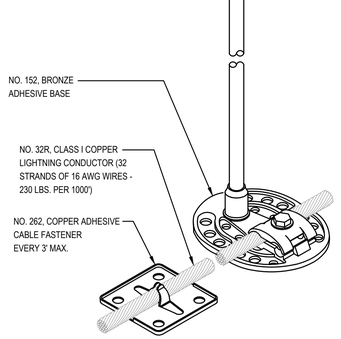
TYPICAL 208/120V PANELBOARD

PANELBOARD NAMEPLATE DETAIL | A

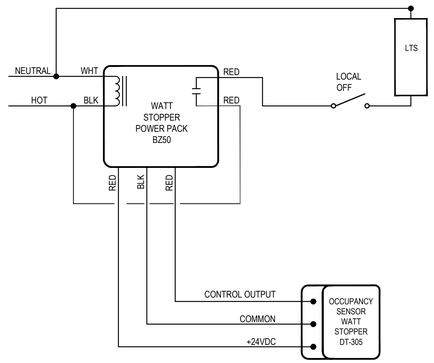


NOTE:
PROVIDE, INSTALL & CONNECT ADDITIONAL CONTACTS AND/OR CONTACTORS COMPLETE WITH ENCLOSURES AS REQUIRED PER APPLICATION, SEE ELECTRICAL DRAWINGS TO DETERMINE EXACT NUMBER OF POLES. SEE ELECTRICAL DRAWINGS FOR ACTUAL CIRCUIT NUMBERS. PROVIDE MINIMUM OF (2) ADDITIONAL/SPARE CONTACTS.

CONTACTOR 'LC' SCHEMATIC - PHOTOCELL & TIMECLOCK | D



AIR TERMINAL DETAIL | B



AUTOMATIC LIGHTING CONTROL DIAGRAM | E

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NEW SMYRNA BEACH AIRPORT
Administration Building

602 Skyline Drive
New Smyrna Beach, FL 32168

REVISIONS:

Project No.: 24-01002
Date: NOV. 2024
Drawn By: JS/PJR/SP
Checked By: LMS/BLS

ELECTRICAL DETAILS

E501

100% Construction Documents

PLUMBING SPECIFICATIONS

GENERAL CONDITIONS
THE GENERAL CONDITIONS, SPECIAL CONDITIONS, SUPPLEMENTARY CONDITIONS AND MECHANICAL CONDITIONS OF THE SPECIFICATIONS AND "GENERAL CONDITIONS OF THE CONTRACT", CURRENT EDITION, ESTABLISHED IN STANDARD FORM BY THE AMERICAN INSTITUTE OF ARCHITECTS SHALL APPLY TO ALL WORK ON THIS PROJECT EXCEPT AS MODIFIED BELOW. THIS CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THESE PROVISIONS AND ADHERE TO THESE REQUIREMENTS. CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES PRIOR TO INSTALLATION.

RELATED DOCUMENTS
THIS CONTRACTOR IS REFERRED TO THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS. SUCH PLANS AND SPECIFICATIONS ARE A PART OF THE CONTRACT DOCUMENTS. CONTRACTORS SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS SURROUNDING THE WORK. IF ANY OF THE CONDITIONS REQUIRE A MODIFICATION OF THE SYSTEMS INDICATED BY THESE PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL INCLUDE THE COST OF SUCH MODIFICATIONS IN HIS BID. NO EXTRA COMPENSATION WILL BE ALLOWED BECAUSE OF FAILURE TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO SUBMITTING BIDS.

MODIFICATIONS TO PLANS AND SPECIFICATIONS
THROUGHOUT THE COURSES OF THE WORK, MINOR CHANGES AND ADJUSTMENTS TO PLANS AND SPECIFICATIONS MAY BE REQUESTED BY THE ARCHITECT/ENGINEER. THE CONTRACTOR SHALL MAKE SUCH ADJUSTMENTS WITHOUT ADDITIONAL COST TO THE OWNER. WHERE SUCH ADJUSTMENTS ARE NECESSARY FOR THE PROPER INSTALLATION AND OPERATION AND WITHIN THE INTENT OF THE CONTRACT DOCUMENTS.

EQUIPMENT SUBSTITUTION
IT IS THE INTENT OF THE PLANS AND SPECIFICATIONS TO FORM A GUIDE FOR A COMPLETE INSTALLATION. EVERYTHING NECESSARY FOR THE COMPLETION AND SUCCESSFUL OPERATION OF THE WORK, WHETHER OR NOT HEREIN DEFINITELY SPECIFIED OR INDICATED ON THE DRAWINGS SHALL BE FURNISHED AND INSTALLED AS WELL AND AS FAITHFULLY AS IT IS SPECIFIED OR INDICATED WITH OUT ADDITIONAL COST TO THE OWNER. THE MECHANICAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LENGTHS PRIOR TO INSTALLATION.

IF ANY ERRORS, DISCREPANCIES OR OMISSIONS APPEAR IN THE DRAWINGS, SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF SUCH ERROR OMISSION. IN THE EVENT OF THE CONTRACTOR FAILS TO GIVE SUCH NOTICE BEFORE CONSTRUCTION AND/OR FABRICATION OF THE WORK, HE WILL BE HELD RESPONSIBLE FOR THE RESULTS OF ANY SUCH ERRORS, DISCREPANCIES OR OMISSIONS AND THE COST TO RECTIFYING SAME.

PERMITS, FEES, LICENSES
THIS CONTRACTOR SHALL PAY ALL FEES AND RELATED CHARGES REQUIRED FOR PERMITS, LICENSES, ETC... REQUIRED FOR INSTALLATION OF THE PLUMBING SYSTEMS.

EQUIPMENT SUBSTITUTION
THIS CONTRACTOR SHALL REIMBURSE THE ELECTRICAL CONTRACTOR, WITHOUT ANY CHARGE TO OWNER, ANY COSTS THE ELECTRICAL CONTRACTOR INCURS DUE TO THIS CONTRACTOR'S SUBSTITUTION OF EQUIPMENT HAVING DIFFERENT ELECTRICAL SERVICE REQUIREMENTS THAN THE SPECIFIED EQUIPMENT.
CONTRACTOR SHALL NOTIFY A/E 10 DAYS PRIOR TO BID ANY SUBSTITUTION FOR REVIEW AND APPROVAL BY THE A/E. ANY FIXTURES AND EQUIPMENT NOT SUBMITTED FOR REVIEW/APPROVAL SHALL BE SUBJECT TO REJECTION.

SHOP DRAWINGS
THIS CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH A MINIMUM OF SEVEN CERTIFIED COPIES OF ALL SHOP AND EQUIPMENT DRAWINGS FOR HIS APPROVAL, TWO OF WHICH SHALL BE RETAINED BY THE ARCHITECT/ENGINEER AND THE REMAINING BEING RETURNED TO THE CONTRACTOR. DRAWINGS SHALL BE SUBMITTED BEFORE START AT CONSTRUCTION. FAILURE OF COMPLIANCE WITH THIS PARAGRAPH WILL RESULT IN WITHHOLDING OF FINAL PAYMENT.

WARRANTY
THIS CONTRACTOR SHALL WARRANT HIS WORK TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM SUBSTANTIAL COMPLETION.

BASIC MATERIALS AND METHODS
ALL WORKMANSHIP AND MATERIALS SHALL BE OF THE HIGHEST QUALITY IN EVERY RESPECT. ALL MATERIALS AND EQUIPMENT SHALL BE NEW, OF THE LATEST DESIGN AND FREE OF DEFECTS. ALL MATERIALS AND EQUIPMENT SHALL CONFORM TO THE LATEST AMENDED EDITION OF ALL APPLICABLE STANDARDS, INCLUDING BUT NOT LIMITED TO, ASTM, UL AND NEMA STANDARDS.

INSTALL ALL PIPING TO PRESENT A NEAT AND ORDERLY APPEARANCE. RUN ALL LINES PARALLEL WITH BUILDING WALLS AND CONSTRUCTION. KEEP PIPING FREE FROM CONTACT WITH STRUCTURE OR EQUIPMENT TO PREVENT NOISE TRANSMISSION, ALLOWING CLEARANCES FOR EXPANSION AND CONTRACTION. PROVIDE ACCESS DOORS OR PANELS FOR ALL VALVES, CLEANOUTS, CONTROL DEVICES, ETC...

WATER SUPPLY PIPING
ALL ABOVE GROUND WATER SUPPLY PIPE SHALL BE EITHER COPPER OR CPVC (AS APPROVED BY OWNER). PIPING SHALL MEET THE FOLLOWING:

COPPER SHALL BE TYPE L HARD TEMPER COPPER WATER TUBE COMPLYING WITH ASTM B88. ALL FITTINGS SHALL BE WROUGHT COPPER COMPLYING WITH USASI B16.1B & B16.1BA. DIELECTRIC COUPLINGS SHALL BE USED BETWEEN STEEL AND COPPER CONNECTIONS. ALL BELOW GROUND WATER SUPPLY PIPE SHALL BE TYPE K COPPER WATER TUBE. PROVIDE 95-5 LEAD-FREE, SILVER SOLENOID JOINTS.

CPVC PIPING: ASTM F441/F441M-15 CHLORINATED POLY PLASTIC PIPE. SCHEDULE 40 AND 80 HOT AND COLD WATER DISTRIBUTION PIPING.

SANITARY WASTE AND VENT PIPING
ALL ABOVE GROUND STORM, SANITARY WASTE AND VENT PIPING SHALL BE SCHEDULE 40 PVC-DWV PIPE AND FITTINGS (ASTM D2665) WITH SOLVENT WELD JOINTS. ALL BELOW GROUND SANITARY SOIL AND WASTE PIPING SHALL BE SCHEDULE 40 PVC-DWV PIPE FITTINGS (AST D2665) WITH SOLVENT WELD JOINTS.

PIPE HANGERS AND SUPPORT
SUPPORT HORIZONTAL PIPING ADEQUATELY FROM SLABS OR OTHER STRUCTURAL MEMBERS AT INTERVALS SPECIFIED BELOW. SUPPORT ALL PIPING IN STRICT ACCORDANCE WITH SECTION 308 OF THE FBCP. USE GRINNELL #260 HANGERS, OR APPROVED EQUAL, HAVING ADJUSTABLE WROUGHT CLEVIS, SOLID RODS AND SOCKETS. PIPING INSTALLED ALONG WALLS SHALL BE SUPPORTED BY GRINNELL #199, OR APPROVED EQUAL, STEEL ANGLE BRACKETS. ALL PIPE HANGERS SHALL BE IN STRICT ACCORDANCE WITH SECTION 714 OF THE FBCB.

PIPES SLEEVES AND OPENINGS
THE CONTRACTOR SHALL CUT ALL OPENINGS IN FLOORS AND WALLS REQUIRED FOR PENETRATION OF PIPING. PATCH ALL OPENINGS FOR SOUND DEADENING AND FIRE SEPARATION. GENERAL CONTRACTOR SHALL PERFORM ALL FINISH PATCHING AS REQUIRED BY ARCHITECTURAL SPECIFICATIONS. ALL HORIZONTAL PIPING WHICH PENETRATES WALLS SHALL BE FITTED WITH PIPE SLEEVES MADE UP OF SIMILAR MATERIALS AS PIPE, 1" GREATER IN DIAMETER THAN OUTSIDE DIAMETER OF PIPE AND PIPE INSULATION. PIPE SLEEVES SHALL NOT BE USED FOR FIRE RATED PENETRATIONS UNLESS IT IS A LISTED COMPONENT OF AN APPROVED FIRE STOPPING SYSTEM. THE VOID BETWEEN PIPE AND SLEEVE SHALL BE SEALED WITH ROPE AND FILLED WITH NON-SHRINKING CEMENT. SLEEVES SHALL BE SUCH LENGTH THAT THEY END FLUSH WITH WALL FINISH ON BOTH SIDES OF WALL. PROVIDE RATED PENETRATIONS OF ALL WALLS AND FLOOR AS REQUIRED TO MAINTAIN THE RATING OF THE WALL OR FLOOR PENETRATED.

WHERE UNCOVERED EXPOSED PIPES PASS THRU WALLS, THEY SHALL BE FITTED WITH CRANE #10, OR EQUAL, WALL ESCUTCHEON PLATES. SLEEVES THROUGH WATER PROOF FLOORS SHALL EXTEND 2" ABOVE FINISHED FLOOR.

VALVES
THE CONTRACTOR SHALL FURNISH AND INSTALL VALVES WHERE INDICATED ON PLAN AND NECESSARY FOR PROPER SYSTEM OPERATION AND COMPONENT ISOLATION. PROVIDE VALVES RATED FOR 125 PSI OR GREATER WORKING PRESSURE IN WATER PIPING.

CHECK VALVE UP TO 3"	APOLLO 61-109 61-500 OR NIBCO T-413-13
GLOBE VALVE UP TO 3"	CRANE NO. 1240, 1241 OR EQUAL
BALL VALVE UP TO 3" FULLPORT	APOLLO SERIES 82-100 OR 82-200
TEMP. & PRESS RELIEF VALVE	WATTS 10L MOD. M4, OR EQUAL, 3/4" M x 3/4" F
WATER HAMMER ARRESTOR	WADE #10 (HOT), WADE #5 (COLD)
BACKFLOW PREVENTER	WATTS NO. 9D, OR EQUAL
VACUUM RELIEF VALVE	WATTS NO. 36A - 3/4" OR EQUAL
PRESSURE REDUCING VALVE	WATTS NO. U5
TRAP PRIMER VALVE	JR SMITH

INSULATION
INSULATION SHALL BE REQUIRED ON ALL HOT SURFACES TO RETARD UNDESIRABLE HEAT TRANSFER AND PREVENT CONDENSATION. INSULATION SHALL BE APPLIED TO PIPE LINES, AND EQUIPMENT ONLY AFTER THEY HAVE BEEN TESTED, INSPECTED AND ALL SURFACES THOROUGHLY CLEANED OF ALL MOISTURE, FOREIGN MATERIAL, GREASE AND RUST. INSULATION SHALL BE CONTINUOUS THROUGH WALLS, FLOORS, PARTITIONS, SLEEVES, ETC... EXCEPT WHERE OTHERWISE INDICATED OR SPECIFIED. ALL INSULATION ADHESIVES, SEALERS AND COATINGS SHALL HAVE A FIRE HAZARD RATING NOT TO EXCEED 25/50/50 FLAME SPREAD, FUEL CONTRIBUTED AND SMOKE DEVELOPED IN ACCORDANCE WITH UL 723 AND ASTM-E84. PROVIDE INSULATION FOR HOT WATER PIPING.

PIPE INSULATION SHALL BE 1" THICK RIGID FIBERGLASS WITH SELF-SEALING LAP AND ALL SERVICES JACKET OR APPROVED EQUAL. INSULATE ALL HOT WATER PIPING PER TABLE C403.2.10 OF THE FBCE.

INSULATION SHALL BE REQUIRED AT ALL ADA ACCESSIBLE LAVATORIES TO PROTECT AGAINST CONTACT OF HOT WATER AND DRAIN PIPES. INSULATE TRAP AND BOTH SUPPLIES WITH A HIGH IMPACT, STAIN RESISTANT, PREMOLDED VINYL COVERING. ALL WATER SUPPLY AND DRAIN PIPING UNDER ADA LAVATORIES SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT IN ACCORDANCE WITH SECTION 605.5 OF THE FBCS. MANUFACTURES: TRUEBRO "HANDY-LAVGUARD", McGUIRE OR BROCAR "TRAP WRAP".

PLUMBING FIXTURES
ALL VENT & WATER PIPING SHALL RUN ABOVE FLOOR OF PLAN ON WHICH SHOWN UNLESS OTHERWISE INDICATED. ALL SANITARY DRAIN AND WASTE PIPING SHALL RUN BELOW FLOOR OF PLAN ON WHICH SHOWN UNLESS OTHERWISE INDICATED. WC-1. FD-1, ETC... REFER TO FIXTURES LISTED IN SCHEDULES AND LOCATED ON THE PLANS.

GENERAL NOTES

1. REFERENCE THE SPECIFICATIONS FOR MATERIAL AND EQUIPMENT INSTALLATION STANDARDS.
2. PLANS ARE NOT COMPLETELY TO SCALE. PIPE ROUTING SHOWN IS SCHEMATIC AND IS NOT INTENDED TO INDICATE EXACT ROUTING. CONTRACTOR SHALL PROVIDE ANY ADDITIONAL OFFSETS AND FITTINGS REQUIRED FOR PROPER INSTALLATION AND TO MAINTAIN CLEARANCES. VERIFY STRUCTURAL, MECHANICAL AND ELECTRICAL INSTALLATIONS AND OTHER POTENTIAL OBSTRUCTIONS AND ROUTE PIPING TO AVOID INTERFERENCES.
3. PROVIDE ALL OFFSETS AND FITTINGS AND MAKE CONNECTION TO SITE UTILITIES.
4. CONCEAL PIPING ABOVE CEILINGS, WITHIN WALLS OR CHASES EXCEPT IN MECHANICAL ROOMS OR AS SPECIFICALLY NOTED.
5. PROVIDE ACCESS DOOR / PANEL FOR ALL VALVES CONCEALED IN WALLS OR ABOVE NON-ACCESSIBLE CEILINGS.
6. SLEEVE ALL PENETRATIONS THROUGH WALLS, CEILING, AND FLOORS. SLEEVE AND/OR FIRE STOP ALL PENETRATIONS THROUGH RATED WALLS, CEILINGS, AND FLOORS WITH U/L LISTED ASSEMBLIES. PIPE SLEEVES SHALL NOT BE USED FOR FIRE RATED PENETRATIONS UNLESS IT IS A LISTED COMPONENT OF AN APPROVED FIRE STOPPING SYSTEM. M FIRE STOP ASSEMBLIES SHALL BE EQUAL OR EXCEED THE RATING OF THE WALL, CEILING, OR FLOOR. SEE ARCHITECTURAL DRAWINGS FOR FINAL FINISHES. ALL FIRE RATED PENETRATIONS SHALL BE IN ACCORDANCE WITH SECTION 714 OF THE FBCB.
7. SEE ARCHITECTURAL DRAWINGS FOR FIXTURE LOCATIONS AND MOUNTING HEIGHTS.
8. PROVIDE ASSE 1018 AUTOMATIC TRAP PRIMERS FOR ALL FLOOR DRAINS.
9. PROVIDE AN AIR GAP, WHEN REQUIRED BY CODE, SERVING INDIVIDUAL FIXTURES, DEVICES, APPLIANCES AND APPARATUS.
10. ALL EXPOSED PIPE AND FITTINGS IN FINISHED AREAS SHALL BE CHROME PLATED.
11. PROVIDE CLEANOUTS IN ACCORDANCE WITH ALL STATE AND LOCAL CODES. INSTALL CLEANOUT WITH COVER FLUSH TO FINISH SURFACE.
12. COORDINATE EXACT FLOOR DRAIN LOCATIONS WITH ARCHITECTURAL DRAWINGS. SET FLOOR DRAINS BELOW FINISHED FLOOR TO ALLOW FOR FLOOR SLOPING TO THE DRAIN.
13. COORDINATE PIPING WITH ALL ELECTRICAL EQUIPMENT (PANELS, TRANSFORMERS, ETC.) PRIOR TO ANY INSTALLATION. DO NOT ROUTE ANY PIPING OVER ANY ELECTRICAL PANELS UNDER ANY CIRCUMSTANCES. ANY PIPING RUN OVER PANELS SHALL BE RE-ROUTED AT NO ADDITIONAL COST.
14. ALL WALL MOUNTED LAVATORIES, WATER COOLERS AND OTHER WALL MOUNTED FIXTURES SHALL BE ATTACHED TO FLOOR MOUNTED CARRIER DESIGNED TO WITHSTAND A VERTICAL LOAD OF 250 POUNDS ON THE FRONT OF THE FIXTURE.
15. PROVIDE SANITARY WASTE, VENT, DOMESTIC WATER, ETC. ROUGH-IN AND MAKE FINAL CONNECTIONS (TO INCLUDE PROVIDING ALL NECESSARY RELATED STOPS, VALVES, TRAPS, ETC. AND MAKE READY FOR USE) TO ALL EQUIPMENT, WHETHER FURNISHED BY THIS CONTRACTOR OR FURNISHED BY OTHERS.
16. INSTALL ISOLATION/SHUT-OFF VALVES AT ALL MAIN RISERS AND MAIN BRANCH TAKEOFFS, TO PERMIT ISOLATION OF PIPING SECTIONS OR ENTIRE SYSTEM.
17. PROVIDE RIGID SUPPORT SWAY BRACING AT ALL CHANGES IN DIRECTION GREATER THAN 45° ON PIPING 4" AND LARGER.
18. PROVIDE WATER HAMMER ARRESTOR ON ALL COLD AND HOT WATER LINES SERVING PLUMBING FIXTURES. ARRESTORS SHALL BE SIZED IN ACCORDANCE WITH P.D.I. STANDARDS FOR THE TOTAL NUMBER OF FIXTURES SERVED.
19. ALL PIPING SHALL BE PROTECTED FROM THE INTRUSION OF WATER, DUST, DIRT, DEBRIS, ETC. WHILE STORED ON SITE AND DURING CONSTRUCTION.
20. ALL PRODUCTS USED INDOORS SHALL HAVE LOW VOC CONTENT THAT QUALIFIES FOR THE LATEST VERSION OF LEED.
21. ALL SERVICE LINES FOR WATER SIZED TO PROVIDE FULL FLOW VOLUME FOR ALL ITEMS SUPPLIED ON RESPECTIVE MAINS AND BRANCHES. IDENTIFY ALL LINES WITH PERMANENT LABELS FOR THE SERVICE THEY PROVIDE.
22. ALL HOT AND COLD WATER SERVICE LINES, EXCEPT SHORT BRANCHES EXTENDED AND CONNECTED TO FIXTURES, SHALL BE INSULATED. ALL EXPOSED INSULATED LINES SHALL BE COVERED WITH PROTECTIVE COVERING TO SUIT THE APPLICATION.
23. ALL HORIZONTAL PIPING LINES EXTENDED AND CONNECTED TO EQUIPMENT, BELOW EQUIPMENT, SHALL BE RUN AT THE HIGHEST POSSIBLE ELEVATION ABOVE FLOOR, TO PROVIDE CLEARANCE FOR CLEARING. NO LINES SHALL LAY ON FLOOR.
24. ALL PIPING ROUTED THROUGH OR NEAR EQUIPMENT OR COUNTERS SHALL NOT INTERFERE WITH THE INTENDED USE OF, OR SERVICING OF, EQUIPMENT OR COUNTERS.
25. STOPS SHALL BE FURNISHED AND INSTALLED ON ALL HOT AND COLD WATER LINES AT EQUIPMENT. PROVIDE ALL REQUIRED SHUT-OFF VALVES, CHROME FINISH.
26. EQUIPMENT SINKS ARE PROVIDED WITH 1-1/2" WASTE CONNECTIONS.
27. ADEQUATE CLEAN-OUT PROVISION SHALL BE MADE FOR ALL WASTE LINES BY MEANS OF PLUGGED "T" FITTING EXTENDED TO ACCESSIBLE POSITION.
28. PROVIDE ASSE 1022 BACKFLOW PREVENTORS FOR ALL COFFEE AND TEA DISPENSERS, FILTERS AND ICE MACHINES.
29. PROVIDE DRAINAGE AND WATER SERVICE TO ALL REFRIGERATORS, ICE BOXES AND DISHWASHERS.

PLUMBING ABBREVIATIONS

AAV	AIR ADMITTANCE VALVE
AFF	ABOVE FINISH FLOOR
AW	ACID WASTE
AV	ACID VENT
CA	COMPRESSED AIR
CD	CONDENSATE DRAIN
CFH	CUBIC FEET PER HOUR
CO	CLEAN OUT
CONT	CONTINUATION
CW	COLD WATER
DCW	DOMESTIC COLD WATER
DN	DOWN
DS	DOWNSPOUT
DWG	DRAWING
EXIST	EXISTING
ESH	EMERGENCY SHOWER / EYEWASH
EWH	ELECTRIC WATER HEATER
EWC	ELECTRIC WATER COOLER
°F	DEGREE FAHRENHEIT
FCO	FLOOR CLEAN OUT
FD	FLOOR DRAIN
FS	FLOOR SINK
G	GAS
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GR	KITCHEN WASTE (GREASE)
HB	HOSE BIBB
HD	HUB DRAIN
HW	DOMESTIC HOT WATER
HWR	DOMESTIC HOT WATER RECIRCULATING
IE	INVERT ELEVATION
IW	INDIRECT WASTE
KW	KILOWATT
LBS	POUNDS
MH	MANHOLE
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
PEMB	PRE-ENGINEERED METAL BUILDING
PRV	PRESSURE REDUCING VALVE
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE PIPE
RD	ROOF DRAIN
RPBP	REDUCED PRESSURE BACKFLOW PREVENTOR
SAN	SANITARY
SD	STORM DRAIN
SF	SQUARE FEET
SH	SHEET
SS	SERVICE SINK
STO	OVERFLOW STORM DRAIN
V	VENT
VAC	VACUUM
VTR	VENT THRU ROOF
WCO	WALL CLEAN OUT
WM	WASHING MACHINE SUPPLY AND DRAIN BOX
WTR	WATER

RENOVATION NOTES

SYMBOL	DESCRIPTION
	CONNECT TO EXISTING
	DEMOLISH TO POINT INDICATED
	NEW PIPING TO BE PROVIDED
	EXISTING PIPING TO REMAIN
	EXISTING PIPING TO BE REMOVED

PLUMBING SYMBOL LEGEND

SYMBOL	DESCRIPTION
	DOMESTIC COLD WATER PIPING
	DOMESTIC HOT WATER PIPING
	DOMESTIC HOT WATER CIRCULATING PIPING
G	GAS PIPING
GR	GREASE WASTE PIPING
SAN	SANITARY PIPING
	SANITARY VENT PIPING
ST	PRIMARY STORM DRAIN PIPING
SEC	SECONDARY STORM DRAIN PIPING
CD	CONDENSATE DRAIN PIPING
CA	COMPRESSED AIR PIPING
M	WATER METER
	HOSE BIBB WITH SHUT OFF VALVE IN RISER
	WALL HYDRANT WITH SHUT OFF VALVE
	CLEAN OUT PLUG
	WALL CLEAN OUT
	FLOOR CLEAN OUT
FD	FLOOR DRAIN
RD	ROOF DRAIN (ABOVE)
FS	FLOOR SINK
	SHUT-OFF VALVE IN VALVE BOX
	BALL VALVE
	CALIBRATED BALANCING VALVE
	CHECK VALVE (SWING)
	PRESSURE REDUCING VALVE
S	SOLENOID OPERATED VALVE
	REDUCED PRESSURE BACKFLOW PREVENTER
	RELIEF OR SAFETY VALVE
	GAS COCK
	GAS PRESSURE REGULATOR
	SHUT OFF VALVE IN VERTICAL RISER
	SHUT OFF VALVE
	CONNECTION, TOP
	CONNECTION, BOTTOM
	ELBOW, TURNED DOWN
	ELBOW, TURNED UP
	TEE, TURNED UP
	TEE, TURNED DOWN
	CAP
	DIRECTION OF FLOW
	CODED OR KEY NOTES
1	REVISION REFERENCE

CODE COMPLIANCE

1. TO THE BEST OF MY KNOWLEDGE, THESE PLANS AND SPECIFICATIONS ARE COMPLETE AND COMPLY WITH THE 2023 FBC (8TH EDITION), 2023 FPC (8TH EDITION), 2023 FFPC (8TH EDITION).

NOTE: GENERAL NOTES, ABBREVIATIONS AND SYMBOLS ON THIS PLUMBING SHEET ARE FOR GENERAL REFERENCE PURPOSES ONLY. ALL OF THESE MAY NOT BE USED FOR THIS PROJECT.

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New Smyrna Beach, FL 32168

REVISIONS:

Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JS/PJR/SP
Checked By:	LMS/BLS

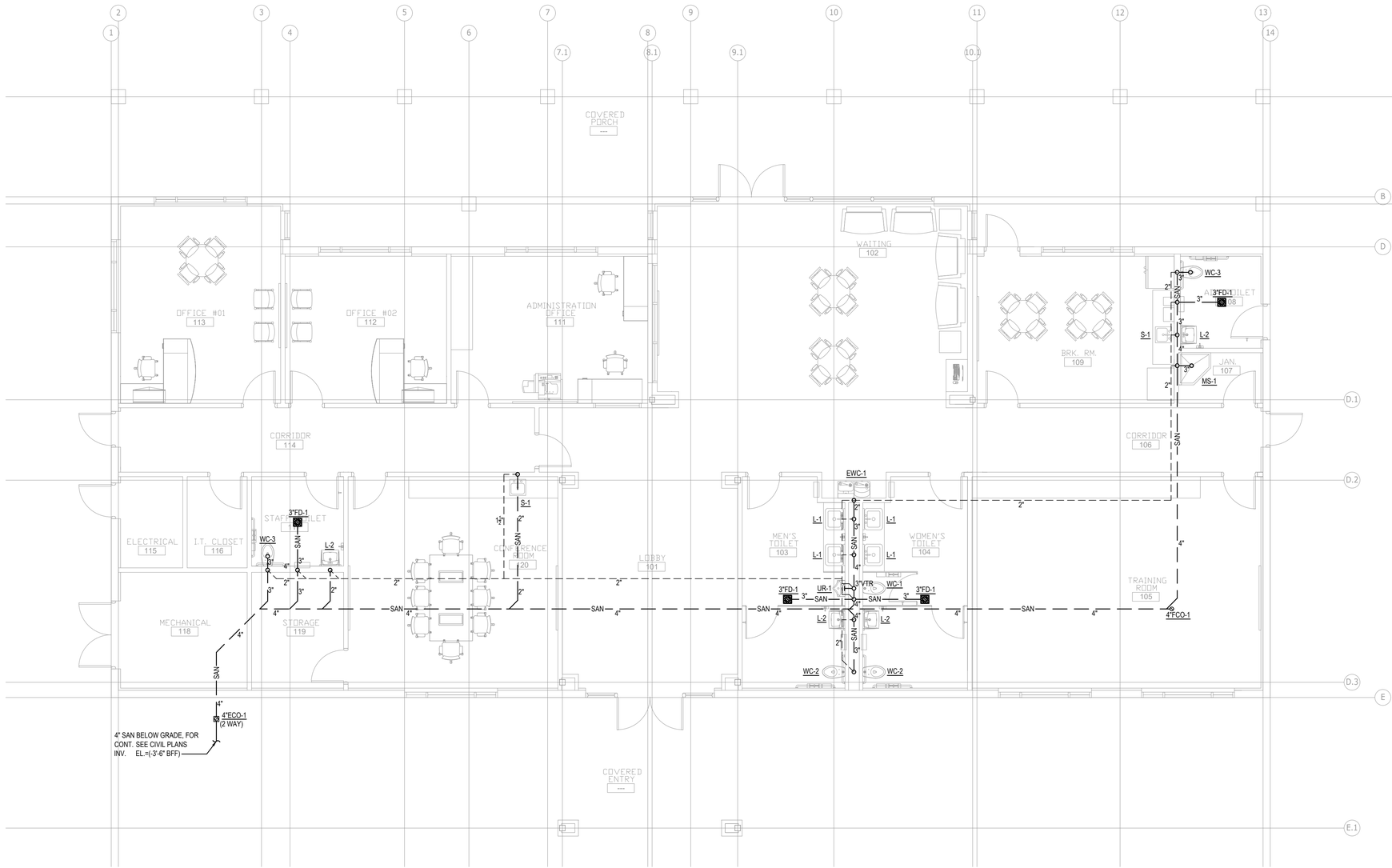
PLUMBING LEGEND

P001

100% Construction Documents

GENERAL NOTES:

1. CONTRACTOR SHALL INVESTIGATE THE AGE AND CONDITION OF ALL PIPING TO REMAIN. IF PIPING CONDITION IS NOT SUITABLE FOR REUSE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.



1 / P201 FLOOR PLAN – PLUMBING
SCALE: 3/16" = 1'-0"

NORTH

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LA #CO 33725

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P.E.# 79586

PRELIMINARY

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AVCON
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NEW SMYRNA BEACH AIRPORT
Administration Building

602 Skyline Drive
New Smyrna Beach, FL 32168

REVISIONS:	
Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JS/PJR/SP
Checked By:	LMS/BLS

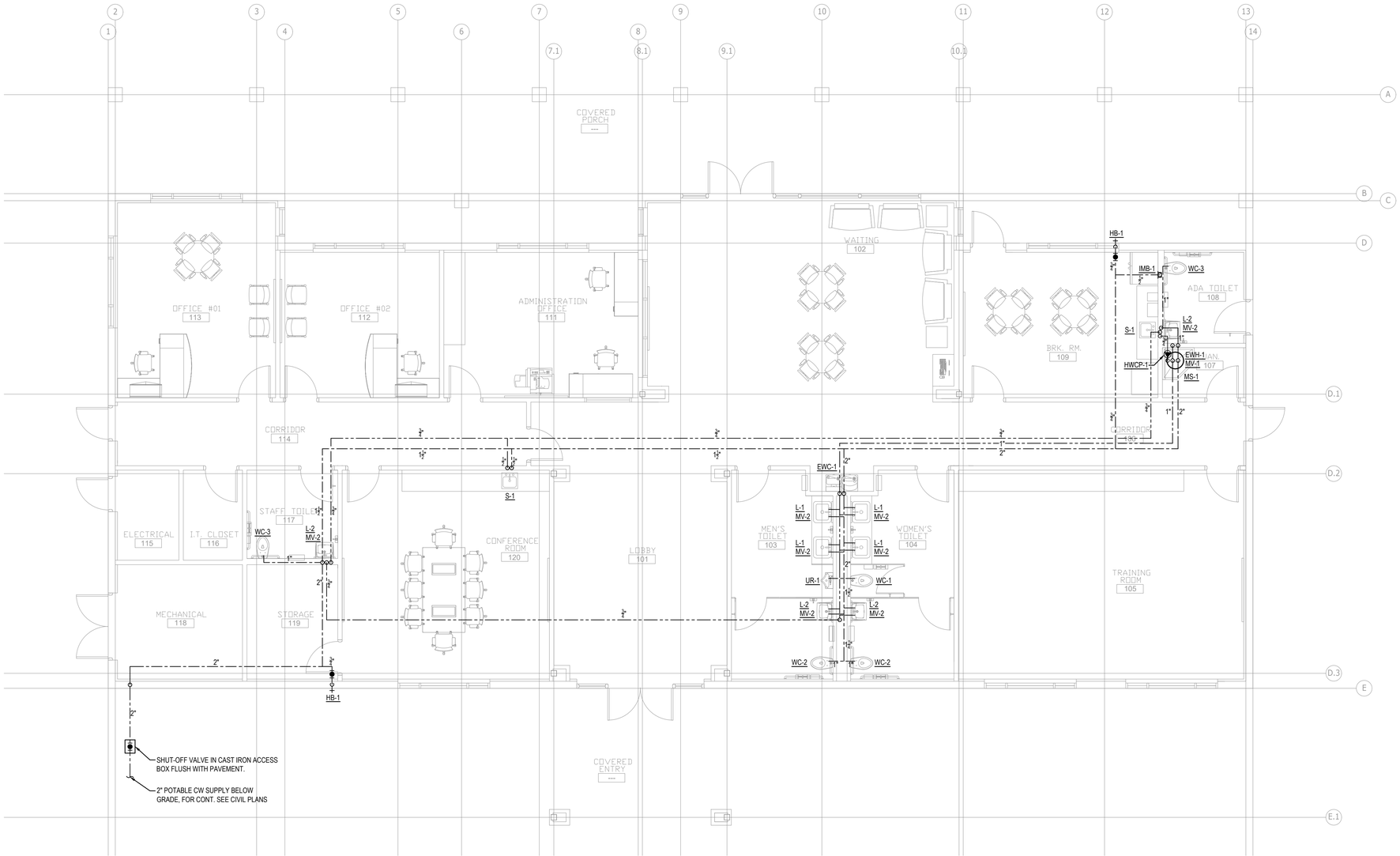
FLOOR PLAN - PLUMBING

P201

100% Construction Documents

GENERAL NOTES:

1. CONTRACTOR SHALL INVESTIGATE THE AGE AND CONDITION OF ALL PIPING TO REMAIN. IF PIPING CONDITION IS NOT SUITABLE FOR REUSE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.



1 P201 FLOOR PLAN – PLUMBING

SCALE: 3/16" = 1'-0"

NORTH

kma DESIGN GROUP, LLC
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Joseph Lawrence & Co
Space Cost Consulting Engineers
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CA #0 3725

PRELIMINARY

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Project No.:	24-01002
Date:	NOV. 2024
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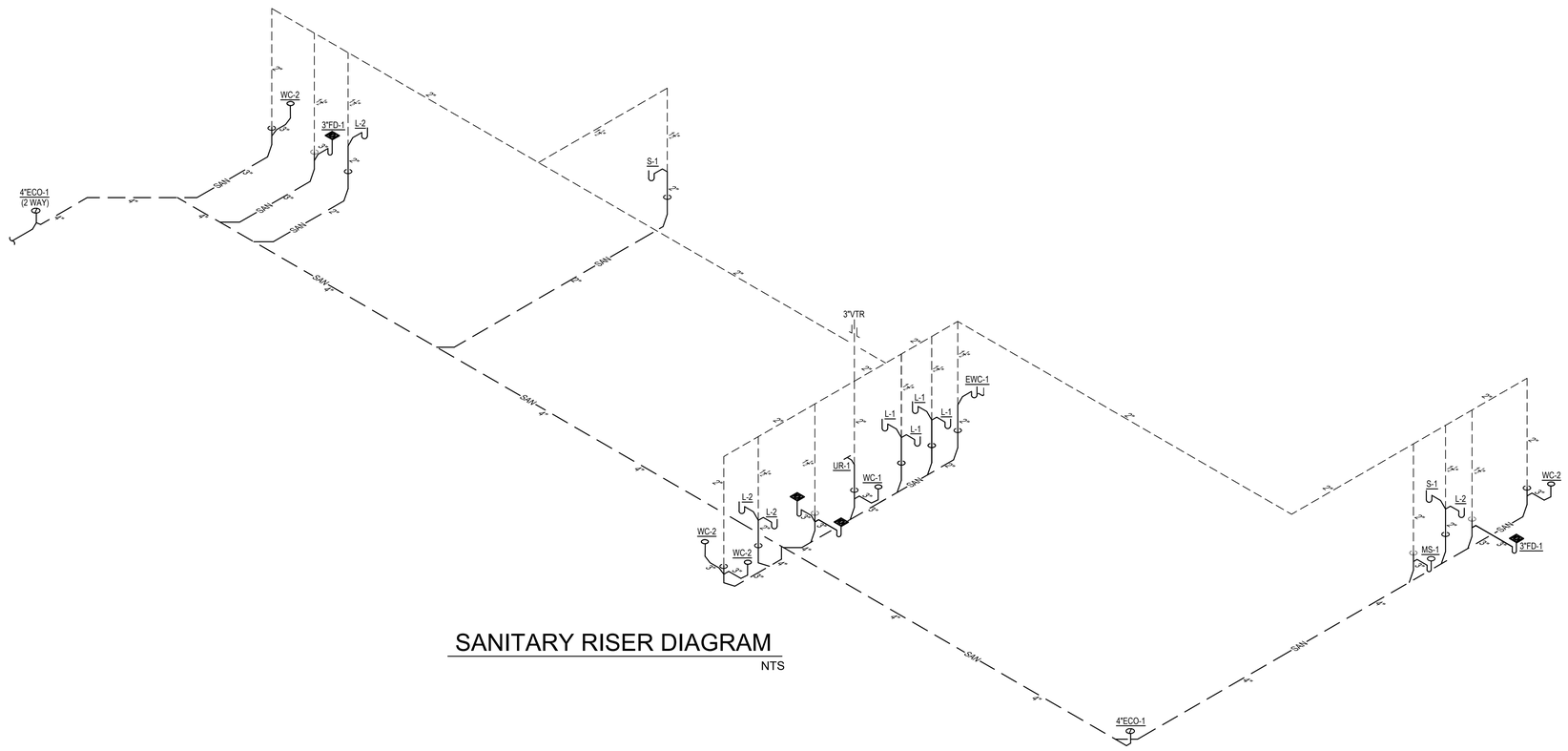
FLOOR PLAN - PLUMBING

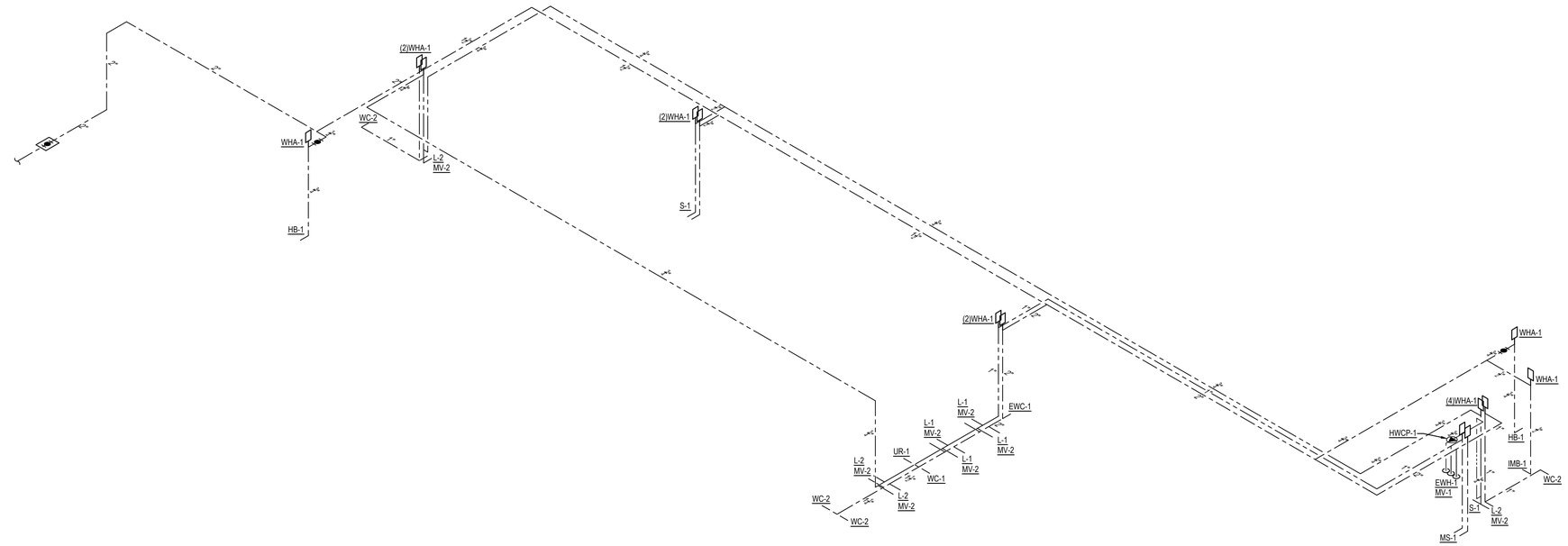
P202

100% Construction Documents



SANITARY RISER DIAGRAM

NTS



DOMESTIC WATER RISER DIAGRAM

NTS

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NEW SMYRNA BEACH AIRPORT
Administration Building

602 Skyline Drive
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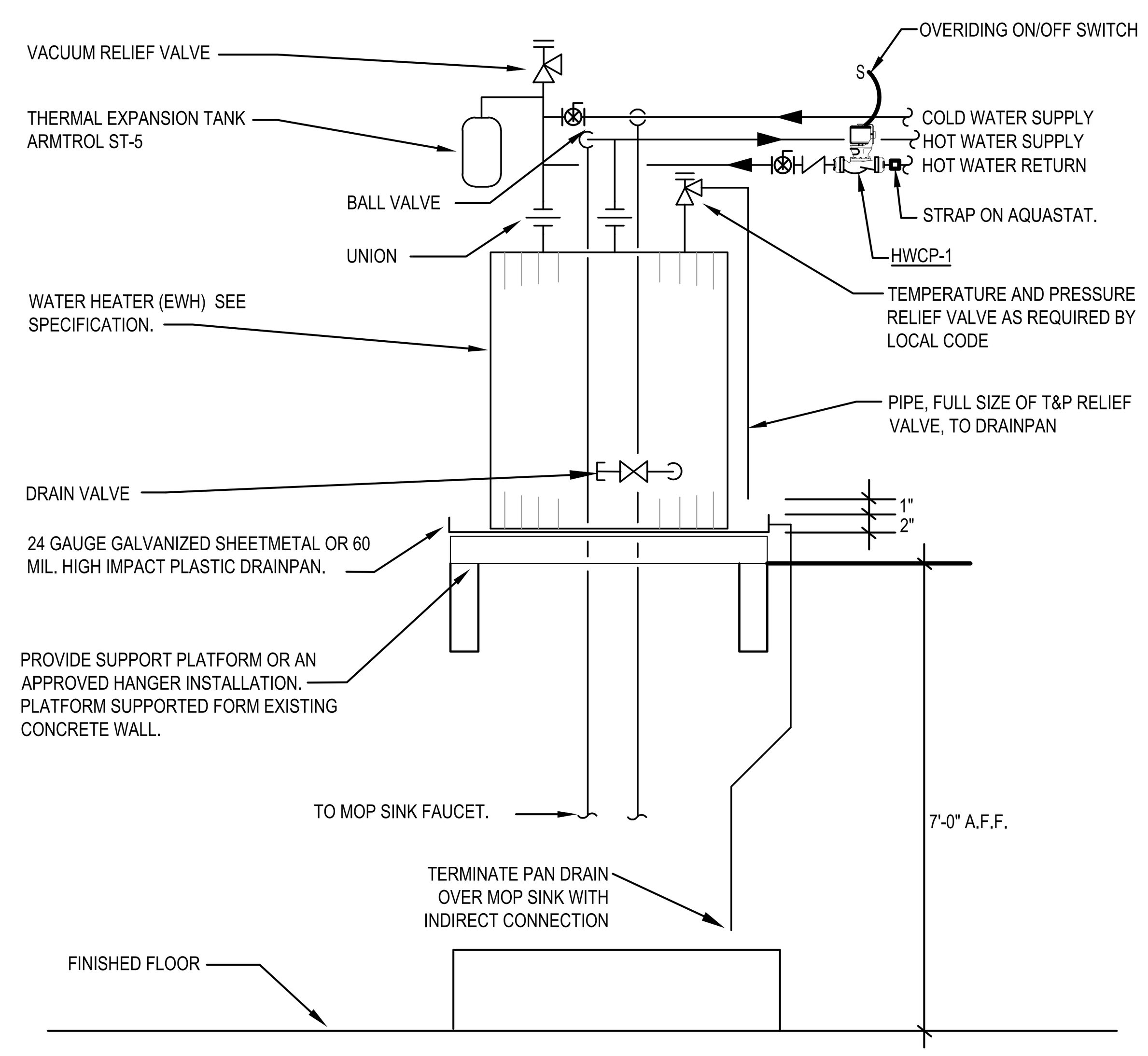
REVISIONS:	
Project No.:	24-01002
Date:	NOV. 2024
Drawn By:	JS/PJR/SP
Checked By:	LMS/BLS

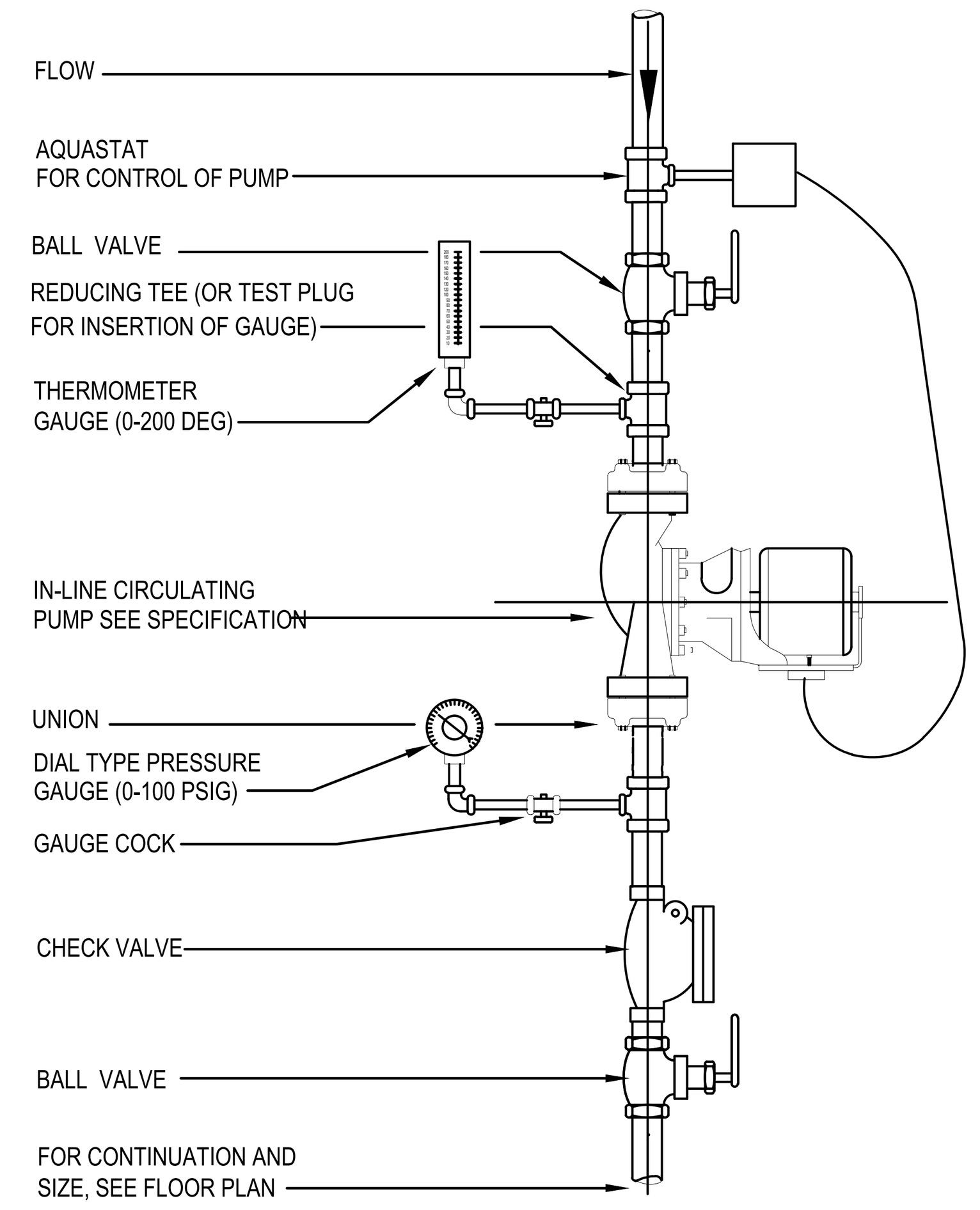
PLUMBING RISERS

P301

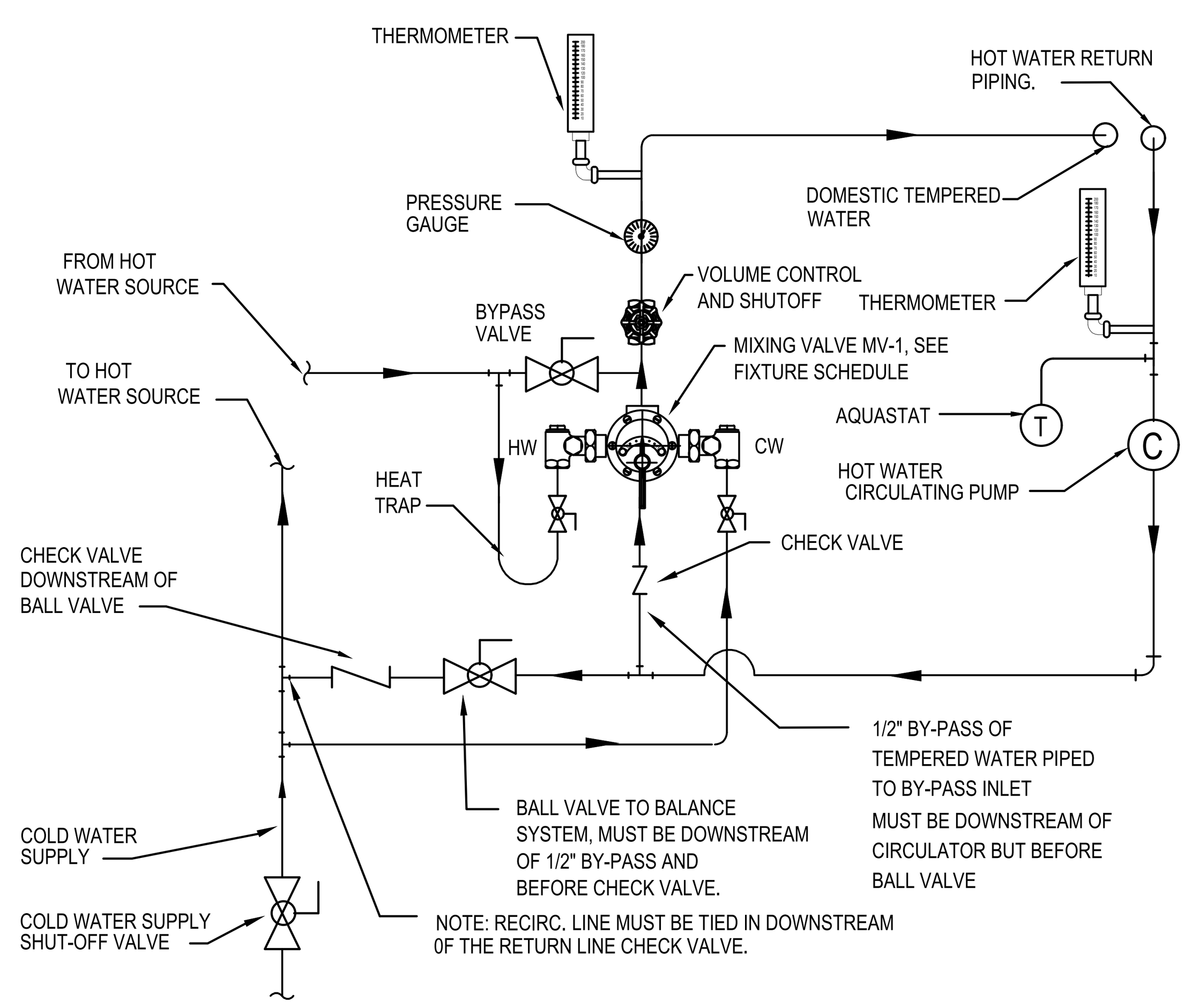
100% Construction Documents



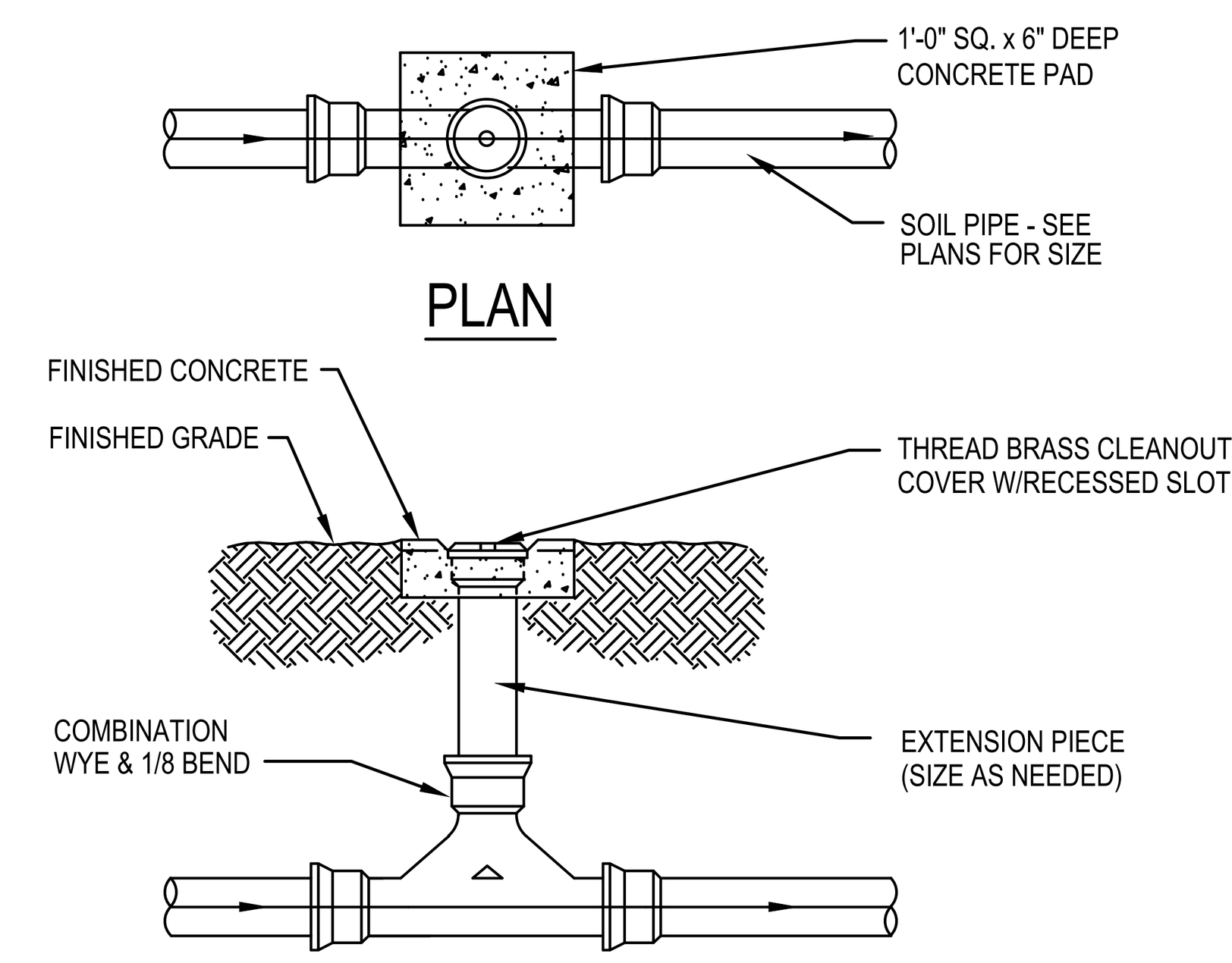
ELECTRIC WATER HEATER DETAIL
NTS



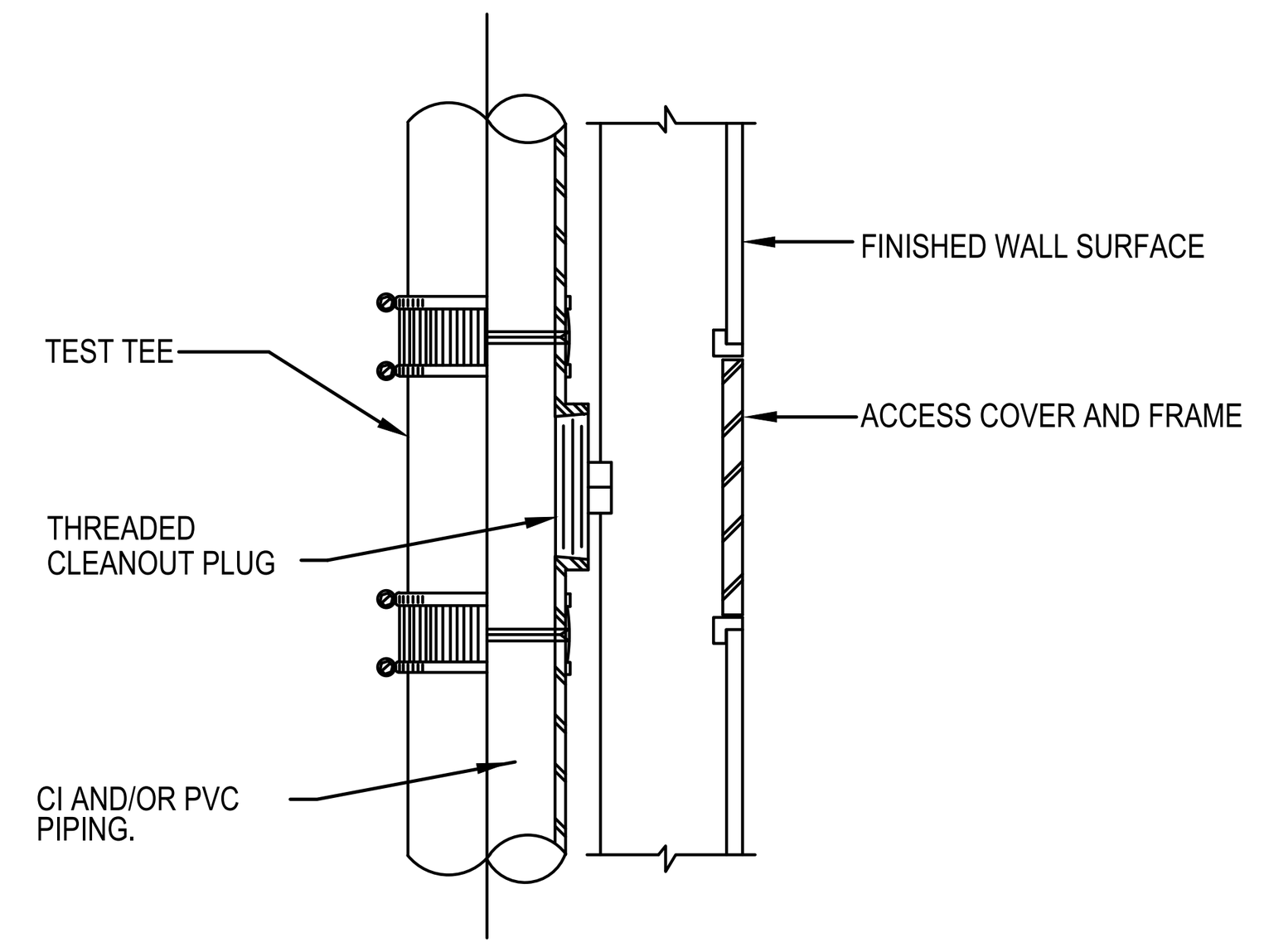
HOT WATER RETURN PUMP DETAIL
NTS



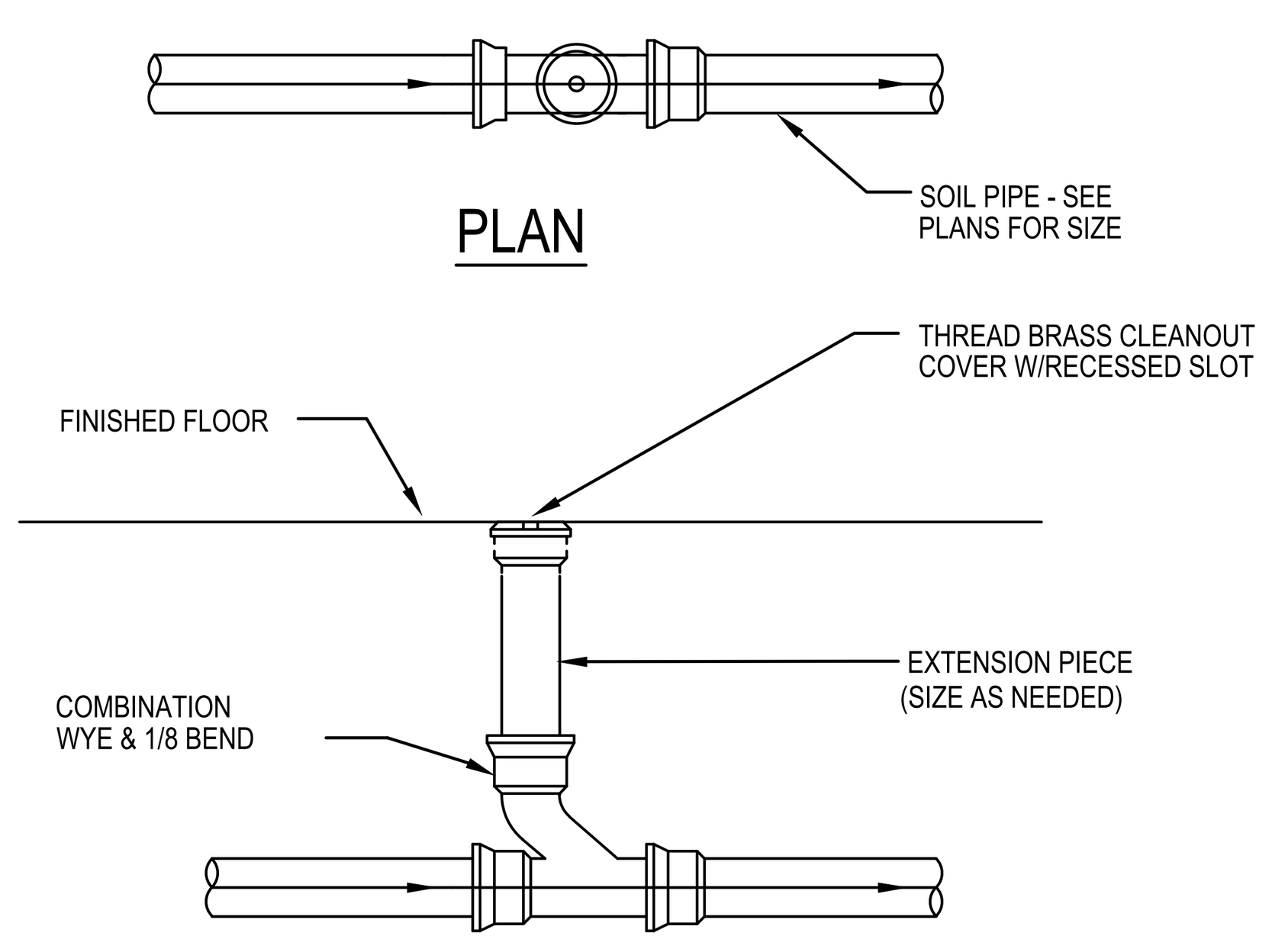
MIXING VALVE DETAIL
NTS



EXTERIOR CLEAN OUT DETAIL
NTS



WALL CLEAN OUT DETAIL
NTS



FLOOR CLEAN OUT DETAIL
NTS

PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE	WASTE	TRAP	VENT	COLD WATER	HOT WATER	MANUFACTURER /MODEL #	DESCRIPTION
WC-1	WATER CLOSET	3"	INTEG	2"	1"	-	KOHLER K-84325 KOHLER K-76317-CP ZURN ZN-1201-N	VITREOUS CHINA, 15" MOUNTING HEIGHT INCLUDING SEAT, 1.28 GALLON, WALL MOUNTED, SIPHON JET, ELONGATED CLOSET BOWL WITH 1-1/2" TOP SPUD. 1.28 GALLON CHROME PLATED FLUSH VALVE(EXPOSED), 1-INCH I.P.S. SCREW DRIVER ANGLE STOP WITH PROTECTIVE CAP, ADJUSTABLE TAILPIECE, VACUUM BREAKER. PROVIDE CHAIR CARRIER.
WC-2	WATER CLOSET - ADA	3"	INTEG	2"	1"	-	KOHLER K-84325 KOHLER K-76317-CP ZURN ZN-1201-N	VITREOUS CHINA, $16\frac{5}{8}$" MOUNTING HEIGHT INCLUDING SEAT, 1.28 GALLON, WALL MOUNTED, SIPHON JET, ELONGATED CLOSET BOWL WITH 1-1/2" TOP SPUD. 1.28 GALLON CHROME PLATED FLUSH VALVE(EXPOSED), 1-INCH I.P.S. SCREW DRIVER ANGLE STOP WITH PROTECTIVE CAP, ADJUSTABLE TAILPIECE, VACUUM BREAKER. PROVIDE CHAIR CARRIER.
WC-3	WATER CLOSET - ADA	3"	INTEG	2"	1"	-	KOHLER K-96057-0 KOHLER K-76317-CP	VITREOUS CHINA, $16\frac{5}{8}$" MOUNTING HEIGHT INCLUDING SEAT, 1.28 GALLON, FLOOR MOUNTED, SIPHON JET, ELONGATED CLOSET BOWL WITH 1-1/2" TOP SPUD. 1.28 GALLON CHROME PLATED FLUSH VALVE(EXPOSED), 1-INCH I.P.S. SCREW DRIVER ANGLE STOP WITH PROTECTIVE CAP, ADJUSTABLE TAILPIECE, VACUUM BREAKER
L-1	LAVATORY	1-1/2"	1-1/4"	1-1/2"	1/2"	1/2"	KOHLER K-2882-0 BRADLEY S53-3700	$19\frac{3}{4}$" RECTANGULAR UNDERMOUNT BATHROOM SINK, VITREOUS CHINA, SINGLE HOLE PUNCH, WHITE, OVERFLOW DRAIN. COMPLETE WITH RAP AND TRIM RINGS.
L-2	LAVATORY - ADA	2"	1-1/2"	1/2"	1/2"	1/2"	DURAVIT 07054500002 BRADLEY S53-3700	BARRIER FREE - $17\frac{3}{4}$" x $13\frac{3}{8}$", WALL MOUNTED, VITREOUS CHINA SINK. BRASSCRAFT $\frac{1}{4}$ TURN ANGLE STOP SUPPLIES W/SUPPLY TUBES AND ESCUTCHEONS. PROVIDE CHAIR CARRIER AND FLOOR DRAIN TRAP GUARDS.
UR-1	URINAL	2"	INTEG	2"	3/4"	-	AMERICAN STANDARD 6561017.020 6063101.002	LIP +17" VITREOUS CHINA, WHITE, WALL HUNG SIPHON JET FLUSH URINAL COMPLETE WITH 3/4" TOP SPUD AND WALL HANGERS. PROVIDE AMERICAN STANDARD SELECTRONIC TOUCHLESS FLUSH VALVE, DC POWER FOR ALL URINALS.
S-1	SINGLE COMPARTMENT SINK	2"	2"	1-1/2"	1/2"	1/2"	AMERICAN STANDARD 18SB6252211.075 7074100.002	25"x22" 18-GAUGE STAINLESS STEEL, TOP MOUNT SINK. SINGLE HOLE, SINGLE BOWL. SUPPLY WITH MOUNTING CLIPS AND COLONY PRO SINGLE-HANDLE PULL-OUT SPRAY KITCHEN FAUCET.
MS-1	MOP SINK	3"	3"	2"	1/2"	1/2"	FIAT MSB 2424 830AA	24" x 24" x 10" HIGH MOLDED STONE RECEPTOR, W/ FIAT 830AA FAUCET MOUNTED IN WALL ABOVE FIXTURE. COMPLETE WITH VACUUM BREAKER, HOSE THREAD OUTLET & BUCKET HOOK, INTEGRAL STOPS AND MOUNTING BRACKET. PROVIDE COMBINATION STAINLESS STEEL DOME STRAINER AND LINT BASKET, 3" CAULKED OUTLET.
IMB-1	ICE MAKER BOX	-	-	-	1/2"	-	OATEY 38491	BULK MOLDED COMPOUND, FIRE-RATED BOX W/ DIMENSION OF 8.63" HIGH x 8.13" WIDE, $\frac{1}{4}$ TURN BRASS BALL VALVE WITH WATER HAMMER ARRESTOR.
EWC-1	ELECTRIC WATER COOLER HI/LOW	2"	1-1/2"	1-1/2"	1/2"		ELKAY EZSTL8LC	LOWER BUBBLER $32\frac{7}{8}$"AFF; UPPER $38\frac{3}{8}$"AFF. WALL MOUNTED CAPACITY TO DELIVER 8 GPH OF 50°F WATER WITH INLET TEMP. OF 80°F AND ROOM TEMP. OF 90°F, STAINLESS STEEL BASIN & PEWTER VINYL W/ 1/5 HP., 120V/1Ø.
HB-1	HOSE BIBB	-	-	-	3/4"	-	WOODFORD B24	SANITARY, AUTO DRAINING, WITH VACUUM BREAKER, BACKFLOW PROTECTED. SEE PLANS FOR WALL THICKNESS AND MOUNTING HEIGHT.
FD-1	FLOOR DRAIN	SIZE/ SEE DWG.	-	-	-	-	ZURN ZN415S	DURA-COATED CAST IRON BODY WITH BOTTOM OUTLET, COMBINATION INVERTIBLE MEMBRANE CLAMP AND ADJUSTABLE COLLAR WITH SEEPAGE SLOTS AND SQUARE TYPE 'B' POLISHED NICKEL BRONZE STRAINER.
WHA-1	WATER HAMMER ARRESTOR	-	-	-	-	-	SIOUX CHIEF 650 SERIES	SIZE PER MANUFACTURER'S RECOMMENDATIONS. PDI CERTIFIED. WHA-1: SIZE "A" WHA-2: SIZE "B" REFER TO RISER DIAGRAMS FOR ARRESTOR LOCATIONS. REFER TO SPECIFICATION FOR SELECTION METHOD.
ECO-1	EXTERIOR CLEAN-OUT	SIZE/ SEE DWG.	-	-	-	-	ZURN ZS1400-VP	"LEVEL-TROL" ADJUSTABLE FINISHED FLOOR CLEANOUT, DURA-COATED CAST IRON BODY WITH GAS AND WATERTIGHT ABS TAPERED THREADED PLUG, AND HEAVY DUTY CAST IRON TOP, VANDALPROOF SCREWS.
WCO-1	WALL CLEAN-OUT	SIZE/ SEE DWG.	-	-	-	-	ZURN Z1446	CAST IRON CLEAN-OUT TEE, DURA COATED BODY, GAS AND WATERTIGHT ABS TAPERED THREAD PLUG AND ROUND, SMOOTH STAINLESS STEEL WALL ACCESS COVER WITH SECURING SCREW.
FCO-1	FLOOR CLEAN-OUT	SIZE/ SEE DWG.	-	-	-	-	JOSAM 57000-31	PVC CLEAN-OUT WITH 2-WAY CLEAN-OUT TEE, COUNTER SUNK PLUG.
MV-1	MIXING VALVE	SIZE/ SEE DWG.	-	-	3/4"	3/4"	BRADLEY S59-4016	ASSE 1017 RATED, MIXING VALVE WITH INTEGRAL CHECKS.
MV-2	MIXING VALVE	SIZE/ SEE DWG.	-	-	3/4"	3/4"	BRADLEY S59-4000-A	ASSE 1070 RATED, MIXING VALVE WITH INTEGRAL CHECKS.

1. ALL PLUMBING FIXTURES SHALL BE SUPPLIED WITH WATTS "FLOODSAFE" AUTO-SHUT OFF CONNECTOR TYPE SUPPLY RISERS WITH BRAIDED STAINLESS STEEL CONNECTORS. THIS SHALL INCLUDE ALL FAUCETS, TOILETS, WASHING MACHINES, DISHWASHERS & ICE MAKERS. PROVIDE FULLY ACCESSIBLE SHOCK ARRESTORS ON SUPPLIES TO WASHING MACHINES, ICE MAKERS AND DISHWASHERS.
2. FIXTURES FOR USE BY THE DISABLED:
   A. INSTALL IN ACCORDANCE WITH A.D.A., STATE AND LOCAL REQUIREMENTS.
   B. THE FORCE REQUIRED TO ACTIVATE FLUSH VALVES SHALL BE 5 LBS MAXIUM.
   C. FLUSH ACTIVATOR SHALL BE LOCATED ON WIDE SIDE OF THE STALL.
   D. THE FAUCET CONTROLS AND THE OPERATING MECHANISM (OPERABLE WITH ONE HAND) SHALL BE OF THE TYPE NOT REQUIRING AN OPERATING FORCE EXCEEDING 5 LBS, OR TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST.

ELECTRIC WATER HEATER SCHEDULE

UNIT #	TYPE	GALLONS	INPUT KW	EFF.	GPH REC. @ 70°F RISE	VOLT/PHASE CURRENT DRAW (PER PHASE)	WEIGHT (LBS.)	DIMENSIONS	MANUFACTURER	
									MANUFACTURER	MODEL #
EWH-1	ELECTRIC	40	4.5	95%	53	208V - 1Ø	473	48" H x 20"Ø	RHEEM	ELDS40-TB

NOTES:
1. PROVIDE WITH EXPANSION VALVE, T & P VALVE AND WATER HEATER DRAIN PAN.
2. COORDINATE WATER HEATER LOCATION AND PIPING WITH MECHANICAL AND ELECTRICAL PLANS.

PUMP SCHEDULE

UNIT #	DESCRIPTION	TYPE	GPM	FT HEAT	PUMP EFF. %	CONN. SIZE		MOTOR DATA				SELECTION BASED ON:		NOTES
						INLET	OUTLET	HP	RPM	VOLT	PH.	MANUFACTURER	MODEL	
HWCP-1	HOT WATER CIRCULATION PUMP	IN LINE PUMP	3	12	70	3/4"	3/4"	1/6	1750	120	1 PH	BELL & GOSSETT	SERIES 60	PROVIDE AQUASTAT AND TIME CLOCK.

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PRELIMINARY
LAWRENCE M. STOFF LICENSE No. 78586 STATE OF FLORIDA PROFESSIONAL ENGINEER
LAWRENCE M. STOFF
P.E.# 78586

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REVISIONS:

Project No.: 24-01002
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PLUMBING DETAILS AND SCHEDULES

P401

100% Construction Documents

ENGINEER'S OPINION OF PROBABLE PROJECT COST

NEW SMYRNA BEACH MUNICIPAL AIRPORT **2023.287.06**
CITY OF NEW SMYRNA BEACH
AIRPORT ADMINISTRATION BUILDING **12/06/24**
FINAL CONSTRUCTION COST ESTIMATE

QUANTITIES

Item No.	Spec.	Description	Quantity	Units	Unit Price	Total
1	--	NEW, GENERAL AVIATION ADMINISTRATION BUILDING, FURNISHED, INSTALLED, INSPECTED, AND COMPLETE	6,121	SF	$215.00	$1,316,015.00
2	--	NEW SITE LIGHTING, INSTALLED, INSPECTED, AND COMPLETE	1	LS	$75,000.00	$75,000.00
3	--	SECURITY CAMERAS AND SYSTEMS COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED PER ALLOWANCE	1	ALLOW	$85,000.00	$85,000.00
4	--	TEMPORARY ADMINISTRATION TRAILER AND EQUIPMENT	1	LS	$75,000.00	$75,000.00
5	P-101	DEMOLISH EXISTING ADMINISTRATION BUILDING AND FOUNDATION, COMPLETE	1	LS	$25,000.00	$25,000.00
6	P-101	COLD MILLING EXISTING ASPHALT PAVEMENT, FULL DEPTH	2,060	SY	$7.50	$15,450.00
7	P-101	DEMOLISH EXISTING CONCRETE PAVEMENT, FULL DEPTH	470	SY	$35.00	$16,450.00
8	P-101	DEMOLISH EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT, FULL DEPTH	170	SY	$25.00	$4,250.00
9	P-101	DEMOLISH EXISTING SECURITY ACCESS DOOR STRUCTURE	1	EA	$3,500.00	$3,500.00
10	P-101	REMOVAL OF EXISTING SIGNAGE	14	EA	$250.00	$3,500.00
11	P-151	REMOVAL OF EXISTING TREE	3	EA	$7,500.00	$22,500.00
12	P-152	UNCLASSIFIED EXCAVATION	775	CY	$35.00	$27,125.00
13	P-152	SUBGRADE STABILIZATION	2,415	SY	$17.50	$42,262.50
14	P-211	LIME ROCK BASE COURSE (6" THICKNESS)	475	CY	$100.00	$47,500.00
15	P-403	ASPHALT SURFACE COURSE (2" THICKNESS)	265	TON	$215.00	$56,975.00
16	P-602	EMULSIFIED ASPHALT PRIME COAT	525	GAL	$8.00	$4,200.00
17	P-610	REINFORCED CEMENT CONCRETE PAVEMENT	325	SY	$100.00	$32,500.00
18	P-610	CONCRETE SIDEWALK, 4" THICKNESS	180	SY	$75.00	$13,500.00
19	P-610	CONCRETE PARKING BUMPER GUARD	7	EA	$600.00	$4,200.00
20	P-610	FDOT TYPE D CURB	530	LF	$35.00	$18,550.00
21	P-610	BOLLARDS	3	EA	$1,400.00	$4,200.00
22	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT - YELLOW	25	SF	$10.00	$250.00
23	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT - WHITE	220	SF	$7.50	$1,650.00
24	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT - BLUE	40	SF	$10.00	$400.00
25	700-1-11	SINGLE POST SIGN F&I GROUND MOUNT, UP TO 12 SF	2	EA	$1,250.00	$2,500.00
26	F-162	REMOVE EXISTING FENCE LINE	250	LF	$25.00	$6,250.00
27	F-162	NEW, 6' WROUGHT IRON SECURITY FENCE	80	LF	$115.00	$9,200.00
28	F-162	NEW, 4' WROUGHT IRON MAN GATE AND KNOX PADLOCK, INSTALLED AND COMPLETE	1	LS	$5,000.00	$5,000.00
29	F-162	NEW, 4' PEDESTRIAN GATE WITH KNOX PADLOCK, INSTALLED AND COMPLETE	1	LS	$1,000.00	$1,000.00
30	D-701	NEW 14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III, INSTALLED	110	LF	$200.00	$22,000.00
31	D-701	NEW CROSS DRAINED MITERED END SECTION, SINGLE BARREL	2	EA	$5,000.00	$10,000.00
32	D-754	FDOT TYPE II CLOSED FLUME INLET	1	EA	$7,500.00	$7,500.00
33	T-904	SODDING	1,665	SY	$8.00	$13,320.00
34	SP-01	REMOVAL OF EXISTING WATER LINE	285	LF	$25.00	$7,125.00
35	SP-01	NEW 2" PVC WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	110	LF	$75.00	$8,250.00
36	SP-01	NEW 1" COPPER WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	105	LF	$50.00	$5,250.00
37	SP-01	NEW 1" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	155	LF	$50.00	$7,750.00
38	SP-01	NEW 2" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, INSTALLED AND COMPLETE	1	EA	$10,000.00	$10,000.00
39	SP-01	NEW 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, INSTALLED AND COMPLETE	1	EA	$10,000.00	$10,000.00
40	SP-01	POTABLE WATER INSTALLATION ALLOWANCE	1	ALLOW	$20,000.00	$20,000.00
41	SP-02	REMOVAL OF EXISTING UNDERGROUND ELECTRICAL LINE	120	LF	$25.00	$3,000.00
42	SP-02	NEW 2" PVC ELECTRICAL CONDUIT INSTALL IN PAVEMENT, INSTALLED, TESTED, AND COMPLETE	200	LF	$50.00	$10,000.00
43	SP-02	ELECTRICAL INSTALLATION ALLOWANCE	1	ALLOW	$15,000.00	$15,000.00
44	SP-03	REMOVAL OF EXISTING SANITARY LINE	225	LF	$65.00	$14,625.00
45	SP-03	NEW 8" PVC SANITARY SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	180	LF	$90.00	$16,200.00
46	SP-03	NEW 6" PVC SANITARY SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	130	LF	$75.00	$9,750.00
47	SP-03	NEW GRAVITY SANITARY FEEDER CLEANOUT, INSTALLED, TESTED, AND COMPLETE	2	EA	$2,500.00	$5,000.00
48	SP-03	PRECAST CONCRETE SANITARY SEWER MANHOLE	1	LS	$12,500.00	$12,500.00
49	SP-03	SANITARY SEWER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	$10,000.00
50	SP-04	LANDSCAPING AND IRRIGATION, INSTALLED AND COMPLETE	1	ALLOW	$35,000.00	$35,000.00
51	SP-05	REMOVAL OF EXISTING UNDERGROUND COMMUNICATION LINE	435	LF	$20.00	$8,700.00
52	SP-05	CITY OF NEW SMYRNA BEACH INSTALLATION OF UNDERGROUND COMMUNICATION LINES AND UNDERGROUND COMMUNICATIONS PULL BOX	1	LS	$15,000.00	$15,000.00
53	SP-06	REMOVAL OF EXISTING UTILITY STRUCTURES	6	EA	$500.00	$3,000.00
54	SP-07	REMOVAL OF EXISTING SITE LIGHTING POLES	5	EA	$4,000.00	$20,000.00
55	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	1	LS	$50,000.00	$50,000.00
56	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	$7,500.00	$7,500.00
57	C-102	RIPRAP (RUBBLE DITCH LINING)	1	LS	$3,000.00	$3,000.00
58	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$221,602.50	$221,602.50
		SUB-TOTAL				**$2,500,000.00**
		BIDDING AND CONSTRUCTION CA/CO				**$175,000.00**
		TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST				**$2,675,000.00**

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR,DPTO	FLAIR Category:	088719
451291-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000387001
Contract Number:	G2Y58	Federal Award Date:		Amendment No.:	2
CFDA Number:	N/A	SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on_____, by and between the State of Florida, Department of Transportation ("Department"), and City of New Smyrna Beach, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 5/21/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add funds for construction of the Admin Building at New Smyrna Municipal Airport.

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

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

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   __ Exhibit E: Program Specific Terms and Conditions
   __ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)
   __ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

4. Project Cost.
The estimated total cost of the Project is X increased/ __ decreased by $1,250,000 bringing the revised total cost of the project to $2,500,000.

The Department's participation is X increased/ __ decreased by $1,000,000. The Department agrees to participate in the Project cost up to the maximum amount of $2,000,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of New Smyrna Beach

By:_____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name: C. Jack Adkins
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The existing administration facility is beyond its useful life expectancy and does not provide space for the administrative and operations staff. This project includes the construction of a new admin building on the site of the existing facility. The new facility will provide for offices and a conference room.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to

consultant and bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances.

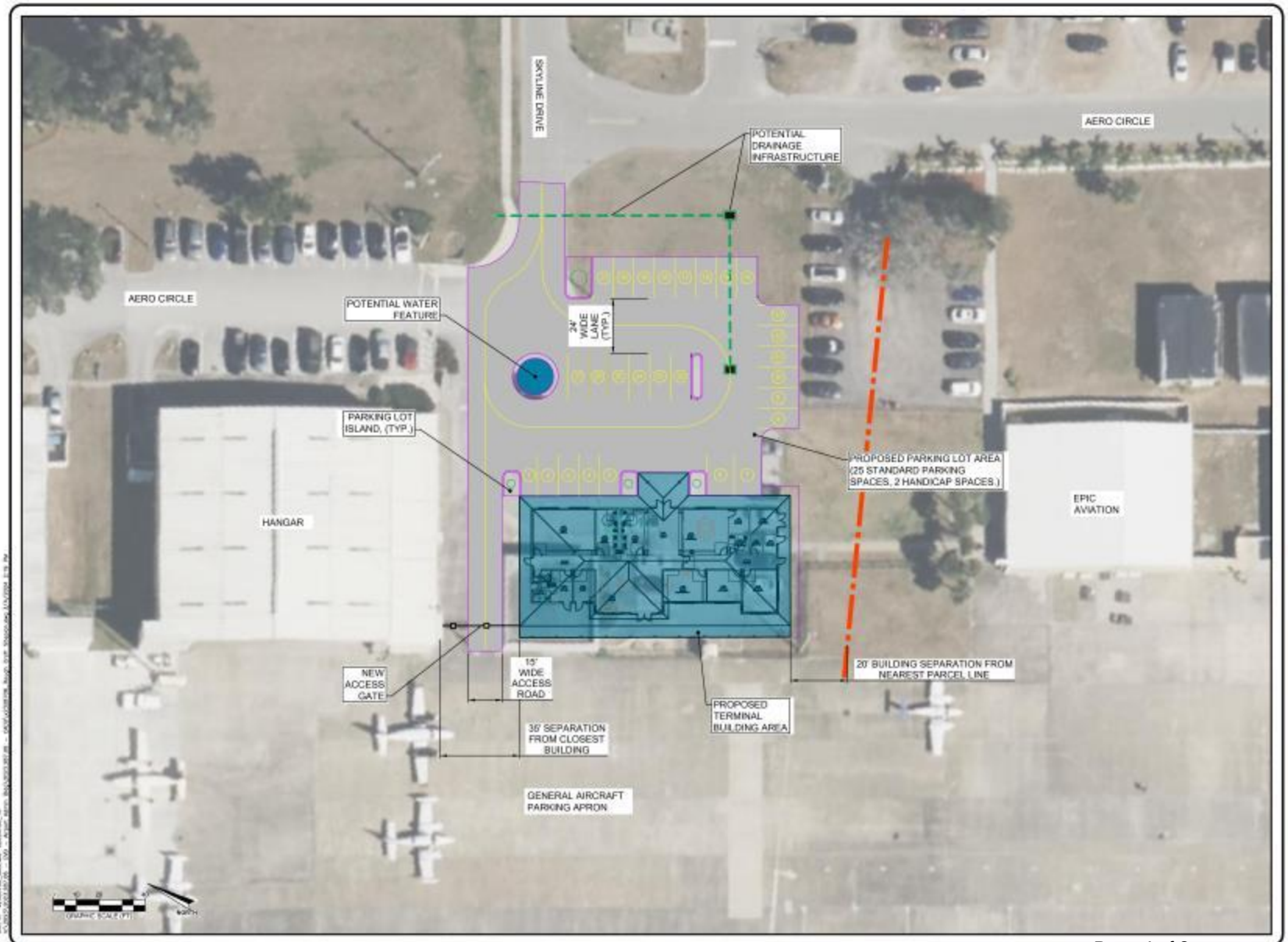
D. Deliverable(s): Final close out documents to be uploaded in JACIP.

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



NEW SMYRNA BEACH

AVCON

AVCON, INC.
ENGINEERS & PLANNERS

EXHIBIT

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FL

AIRPORT TERMINAL BUILDING SKETCH

ATTENTION:

THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION. ALL OF WHICH IS ORIGINALLY PREPARED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT IS STRICTLY PROHIBITED.

SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE: MARCH 2024

EXH-169

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451291-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	$1,000,000.00
451291-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	$166,109.00
451291-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	$833,891.00
451291-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$250,000.00
451291-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$250,000.00
	Total Financial Assistance						$2,500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$2,000,000.00	$500,000.00	$0.00	$2,500,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$2,000,000.00	$500,000.00	$0.00	$2,500,000.00			

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

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

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

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

Luci Taylor

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $2,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

RESOLUTION NO. 09-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT FPN 451291-1-94-01 TO INCREASE FUNDING FOR CONSTRUCTION OF THE ADMINISTRATION BUILDING AT NEW SMYRNA BEACH MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach adopted Resolution No. 30-24 (May 14, 2024), authorizing the City Manager to execute a grant agreement with FDOT for design of construction of the Administration Building at New Smyrna Beach Municipal Airport with the department participating in the project in an amount not to exceed $2,500,000; and

WHEREAS, the current estimated construction cost is $2,500,000 and FDOT agrees to increase its participation in the total project cost up to $1,250,000; and

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into the Amendment to the Public Grant Agreement to increase funding for construction of the Administration Building at the New Smyrna Beach Municipal Airport; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach execute and deliver to the State of Florida Department of Transportation the Amendment to the Public Transportation Grant Agreement for the aforementioned project, FPN 451291-1-94-01.

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

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the City Manager to make, execute, and deliver to the State of Florida Department of Transportation the Amendment to the Public Transportation Grant Agreement, FPN 451291-1-94-01, which agreement is more particularly described as:

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/15/2025

EXHIBIT "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR,DPTO	FLAIR Category:	088719
451291-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55052000531
				Vendor Number:	VF596000387001
Contract Number:	G2Y58	Federal Award Date:		Amendment No.:	2
CFDA Number:	N/A	SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on_____, by and between the State of Florida, Department of Transportation ("Department"), and City of New Smyrna Beach, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 5/21/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add funds for construction of the Admin Building at New Smyrna Municipal Airport.

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

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

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   _ Exhibit E: Program Specific Terms and Conditions
   _ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)
   _ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

4. Project Cost.
The estimated total cost of the Project is X increased/ __ decreased by $1,250,000 bringing the revised total cost of the project to $2,500,000.

The Department's participation is X increased/ __ decreased by $1,000,000. The Department agrees to participate in the Project cost up to the maximum amount of $2,000,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of New Smyrna Beach

By:_____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name: C. Jack Adkins
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The existing administration facility is beyond its useful life expectancy and does not provide space for the administrative and operations staff. This project includes the construction of a new admin building on the site of the existing facility. The new facility will provide for offices and a conference room.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to

consultant and bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances.

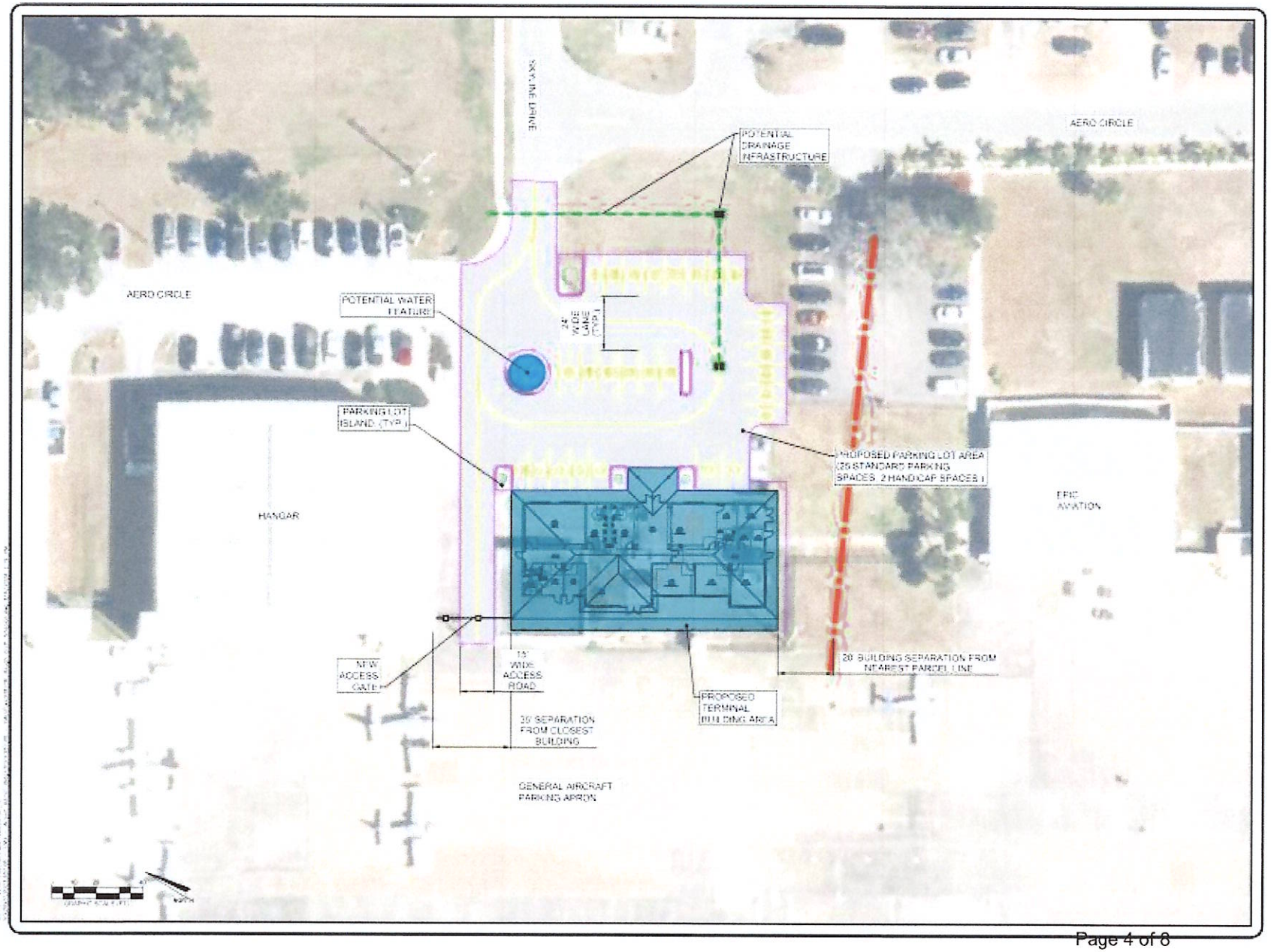
D. Deliverable(s): Final close out documents to be uploaded in JACIP.

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



AVCON

AVCON, INC.

EXHIBIT

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FL

AIRPORT TERMINAL BUILDING SKETCH

SCALE (US SVY FT): GRAPHIC

REVISIONS

NO	DATE	BY	DESCRIPTION

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE: MARCH 2024

EXH-1

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451291-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	$1,000,000.00
451291-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	$166,109.00
451291-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	$833,891.00
451291-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$250,000.00
451291-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$250,000.00
	Total Financial Assistance						$2,500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$2,000,000.00	$500,000.00	$0.00	$2,500,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$2,000,000.00	$500,000.00	$0.00	$2,500,000.00			

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

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

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

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

Luci Taylor

Department Grant Manager Name

Signature

Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $2,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

RESOLUTION NO. 10-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE APPLYING FOR A F.I.N.D (FLORIDA INLAND NAVIGATION DISTRICT) GRANT FOR THE DESIGN OF PHASE III OF THE NORTH CAUSEWAY MARINA & AMENITIES PROJECT.

April 22, 2025

Background:

The North Causeway Marina & Amenities Phase III Project would request funding from the Florida Inland Navigation District (F.I.N.D.) for the design of a potential 52 slip docking facility with amenities such as a transient floating dock, sewage pump out, and a restroom with a Police storage/office facility. Should the application be approved by F.I.N.D, the design would include all permitting and design for this phase. This project is a part of the overall long-term design plan of the North Causeway AOB Site, which has already included repairs to the boat ramp & docks, future construction of a shoreline revetment, and potential construction of a Police Boathouse.

Fiscal Analysis:

City Staff are requesting to apply for $180,000 to cover the design of the Phase III North Causeway Marina & Amenities. This would be funded in part by a 50/50 match with the F.I.N.D Grant.
$90,000 covered by General Fund
$90,000 covered by F.I.N.D if the application is approved and awarded.

Strategic Plan Item:

No

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

Attachments:

FIND WAP North Causeway Phase III Improvements Application-1-1.pdf
FIND WAP North Causeway Phase III Improvements Application - 2-2.pdf
Res 10-25 FIND Grant N. Causeway Marina and Amenities Ph 3.pdf



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		YES	NO
1.	District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	BL	—
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)**	◉	○
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)**	◉	○
4.	Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) **(Must be on District form)**	◉	○
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	◉	○
6.	County/City Location Map	◉	○
7.	Project Boundary Map	◉	○
8.	Clear and Detailed Site Development Plan Map	◉	○

Continued on Next Page

		YES	NO
9.	Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages) (Resolution must be on District Form and includes items 1-6)	○	◉
10.	Attorney's Certification (Land Ownership) Attachment E-6	○	◉
11.	Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel	Grant Coordinator
Print Liaison Name	Title
Dhilan Patel	03-24-2025
Liaison Signature	Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of New Smyrna Beach	Department: Capital Improvements
Project Title: North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Jesse Kobe	Email: jkobe@cityofnsb.com
Grant Liaison: Dhilan Patel (If Different from Director)	Email: dpatel@dmces.com
Mailing Address: 210 Sams Avenue	
City: New Smyrna Beach	Zip Code: 32168
Phone Number: 386-410-2613	
Project Address: 170 North Causeway, New Smyrna Beach, FL 32169	
Requested FIND Funding:	$90,000
Eligible Matching Funds Amount:	$90,000
Match Percentage:	50%
Total Project Costs:	$180,000
Applicant's Funding Source:	City General Funds



Applicant Signature Certifying the Above Information

KEVIN A. COOPER - City Manager

Print Name

Project Summary: Maximum 200 Words

The scope of work is for a Phase 1 design and permitting project for a potential 52 slip docking facility with amenities as well as a transient floating dock, sewage pump out, including a restroom and Police Storage/office facility. The slips will accommodate boats up to 40 ft and the transient dock will accommodate vessels up to 60 ft. There will be water and electrical connections, including all fire suppressant aspects to meet city codes.

The City has a strong demand for additional boat slips and this project will facilitate this demand and is intended to provide safety improvements for boaters and recreational watercraft users of the Intracoastal Waterway (ICW). Proposed construction time frame will be in 2026/2027.

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements. **Item 11.Public waterfront parks and boardwalks and associated improvements**

b) Explain how the project fits this priority category.

This project is necessary to accommodate the growing need of boat slips at the City. This project proposes a more modern and flexible state, concrete floating docks, finger piers, and extension of a linear floating dockage to facilitate larger transient vessels. The proposed improvements will enable ease of access in all tidal conditions, increased boater safety, and increased longevity and the ability to withstand storm surge. This would diversify the site and accommodate a wide variety of recreational access to ICW.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

FIND is committed to continued management and maintenance of the ICW and the development of waterway access and improvement projects. The City shares this commitment and has a vested interest in improving safety and access for boaters and recreational watercraft users that will be using this direct access point to the ICW.

2. Ownership of Project Site:

Own [X] Leased [ ] Other [ ]

If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site?

Yes X No [ ]

4. If yes, please list the project name, number and funding amount received:

Project name: North Causeway AOB Boat Ramp Design Phase 1 - $147,000
Project name: North Causeway AOB Boat Ramp Construction Phase 1 (FIND Phase 2) Construction – $560,000
Project name: North Causeway AOB Phase 2 Rock Revetment Construction– $288,000

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

There are (45) paved boat trailer parking spaces at the immediate boat ramp launch with an overflow lot directly to the west on 4 acres of land that can accommodate approximately eighty (80) additional boat trailers and 50 additional standard vehicles (without trailers). These sites are accessible by the public.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

An estimated 52 slips new slips

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

The proposed floating system will align and adjust height with the moving tides providing safe access for all recreational watercraft. The added docks and amenities will allow for more access to the ICW in a centralized location for New Smyrna Beach.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

High boater demand has led to developing this amenity for boaters due to limited slips at the city marina. This project expands public access, adds 372 feet of floating docks and boat slips, and improves shoreline stabilization, reducing congestion and enhancing safety, resilience, and navigation efficiency for long-term use.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

This project aligns with regional maritime plans, public access initiatives, and local comprehensive plans by enhancing safe, ADA-compliant waterfront access and improving resiliency along the Intracoastal Waterway (ICW). It supports boater safety, increased docking capacity and waterfront revitalization, contributing to economic development and tourism. Securing construction funding will further expand public access, promote resilient infrastructure, and enhance maritime connectivity for both residents and visitors.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local Sponsor has not, nor plans to, implement any boating access, speed zone, commercial access or other restrictive use in the area of this site.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes [ ] No [X]

If answered Yes:

a) List or provide a fee schedule.

City is establishing similar fee schedule to the City Marina, based on vessel size that is docked.

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

TBD

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

TBD

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

City will charge fees similar to the City Marina.

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	TBD	TBD
USACE	Y	TBD	TBD

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Phase 1 Design and Permitting	$180,000	$90,000	$90,000

****TOTALS =**	$180,000	$90,000	$90,000

ATTACHMENT E-4

Waterways Assistance Program FY2025

PROJECT TIMELINE

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Date:	Component:
November 2025	Initiate Design
January 2026	Initiate Permitting
August 2026	Complete Design and Permitting



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE_____is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title_____

Total Estimated Cost $ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of_____% of the actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____

_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting
(Agency Governing Board)
held on this_____day of_____20_____.

_____ _____
Attest Signature

_____ _____
Title Title

(2)

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)
Attorney, (City or County)

RESOLUTION NO. 10-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE A FIND GRANT APPLICATION FOR THE PHASE III DESIGN OF THE NORTH CAUSEWAY MARINA AND AMENITIES; PROVIDING FOR CERTIFICATIONS TO FLORIDA INLAND NAVIGATION DISTRICT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach is interested in carrying out the following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title: North Causeway Marina and Amenities, Phase III
Total Estimated Cost: $180,000
Brief Description of Project: For design of a potential 52 slip docking facility with amenities such as transient floating dock, sewage pump out, and a restroom with police storage/office facility.

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above and the City seeks to apply for such assistance.

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

SECTION 1: ***Authorization to Execute Application for Financial Assistance.*** That the City Commission hereby authorizes the City Manager to execute the application to Florida Inland Navigation District on behalf of the City of New Smyrna Beach for financial assistance in the amount of 50% of the actual cost of the project. Said form of application is more particularly described as follows:

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

SECTION 2: ***Certification to Florida Inland Navigation District.*** The City of New Smyrna Beach certifies to the following:

A. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

B. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

C. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of New Smyrna Beach for public use.

D. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by person with disabilities as well as other federal, state and local laws, rules and requirements.

E. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

F. That it will make available to Florida Inland Navigation District if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final ten percent (10%) of the funding agreed to by FIND.

SECTION 3: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/15/2025



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		YES	NO
1.	District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	BR	—
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)**	◉	○
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)**	◉	○
4.	Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) **(Must be on District form)**	◉	○
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	◉	○
6.	County/City Location Map	◉	○
7.	Project Boundary Map	◉	○
8.	Clear and Detailed Site Development Plan Map	◉	○

Continued on Next Page

		YES	NO
9.	Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages) (Resolution must be on District Form and includes items 1-6)	○	◉
10.	Attorney's Certification (Land Ownership) Attachment E-6	○	◉
11.	Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel	Grant Coordinator
Print Liaison Name	Title
Dhilan Patel	03-24-2025
Liaison Signature	Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements. **Item 11.Public waterfront parks and boardwalks and associated improvements**

b) Explain how the project fits this priority category.

This project is necessary to accommodate the growing need of boat slips at the City. This project proposes a more modern and flexible state, concrete floating docks, finger piers, and extension of a linear floating dockage to facilitate larger transient vessels. The proposed improvements will enable ease of access in all tidal conditions, increased boater safety, and increased longevity and the ability to withstand storm surge. This would diversify the site and accommodate a wide variety of recreational access to ICW.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

FIND is committed to continued management and maintenance of the ICW and the development of waterway access and improvement projects. The City shares this commitment and has a vested interest in improving safety and access for boaters and recreational watercraft users that will be using this direct access point to the ICW.

2. Ownership of Project Site:

Own [X] Leased [ ] Other [ ]

If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site?

Yes X No [ ]

4. If yes, please list the project name, number and funding amount received:

Project name: North Causeway AOB Boat Ramp Design Phase 1 - $147,000
Project name: North Causeway AOB Boat Ramp Construction Phase 1 (FIND Phase 2) Construction – $560,000
Project name: North Causeway AOB Phase 2 Rock Revetment Construction– $288,000

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

There are (45) paved boat trailer parking spaces at the immediate boat ramp launch with an overflow lot directly to the west on 4 acres of land that can accommodate approximately eighty (80) additional boat trailers and 50 additional standard vehicles (without trailers). These sites are accessible by the public.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

An estimated 52 slips new slips

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

The proposed floating system will align and adjust height with the moving tides providing safe access for all recreational watercraft. The added docks and amenities will allow for more access to the ICW in a centralized location for New Smyrna Beach.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

High boater demand has led to developing this amenity for boaters due to limited slips at the city marina. This project expands public access, adds 372 feet of floating docks and boat slips, and improves shoreline stabilization, reducing congestion and enhancing safety, resilience, and navigation efficiency for long-term use.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

This project aligns with regional maritime plans, public access initiatives, and local comprehensive plans by enhancing safe, ADA-compliant waterfront access and improving resiliency along the Intracoastal Waterway (ICW). It supports boater safety, increased docking capacity and waterfront revitalization, contributing to economic development and tourism. Securing construction funding will further expand public access, promote resilient infrastructure, and enhance maritime connectivity for both residents and visitors.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local Sponsor has not, nor plans to, implement any boating access, speed zone, commercial access or other restrictive use in the area of this site.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes [ ] No [X]

If answered Yes:

a) List or provide a fee schedule.

City is establishing similar fee schedule to the City Marina, based on vessel size that is docked.

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

TBD

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

TBD

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

City will charge fees similar to the City Marina.

9. Please list all Environmental Resource Permits required for this project:

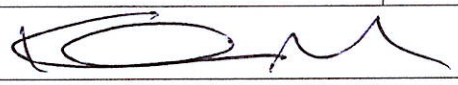
Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	TBD	TBD
USACE	Y	TBD	TBD

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of New Smyrna Beach	Department: Capital Improvements
Project Title: North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Jesse Kobe	Email: jkobe@cityofnsb.com
Grant Liaison: Dhilan Patel (If Different from Director)	Email: dpatel@dmces.com
Mailing Address: 210 Sams Avenue	
City: New Smyrna Beach	Zip Code: 32168
Phone Number: 386-410-2613	
Project Address: 170 North Causeway, New Smyrna Beach, FL 32169	
Requested FIND Funding:	$90,000
Eligible Matching Funds Amount:	$90,000
Match Percentage:	50%
Total Project Costs:	$180,000
Applicant's Funding Source:	City General Funds



Applicant Signature Certifying the Above Information

KEVIN A. COOPER - City Manager

Print Name

Project Summary: Maximum 200 Words

The scope of work is for a Phase 1 design and permitting project for a potential 52 slip docking facility with amenities as well as a transient floating dock, sewage pump out, including a restroom and Police Storage/office facility. The slips will accommodate boats up to 40 ft and the transient dock will accommodate vessels up to 60 ft. There will be water and electrical connections, including all fire suppressant aspects to meet city codes.

The City has a strong demand for additional boat slips and this project will facilitate this demand and is intended to provide safety improvements for boaters and recreational watercraft users of the Intracoastal Waterway (ICW). Proposed construction time frame will be in 2026/2027.

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Phase 1 Design and Permitting	$180,000	$90,000	$90,000

****TOTALS =**	$180,000	$90,000	$90,000

ATTACHMENT E-4

Waterways Assistance Program FY2025

PROJECT TIMELINE

Project Title:	North Causeway Marina & Amenities, Phase 3 (FIND Phase 1)
Applicant:	City of New Smyrna Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Date:	Component:
November 2025	Initiate Design
January 2026	Initiate Permitting
August 2026	Complete Design and Permitting

ATTACHMENT E-5

RESOLUTION FOR ASSISTANCE 2025

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE_____is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____ and the State of Florida:

Project Title_____

Total Estimated Cost $ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of_____% of the actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____ _____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting
(Agency Governing Board)
held on this_____day of_____20_____.

_____ _____
Attest Signature

_____ _____
Title Title

(2)

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____to the (City or County) conveying _____(Type of interest, i.e., Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____years.

Sincerely,

(Name)
Attorney, (City or County)

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

RESOLUTION NO. 11-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD EXTEND THE TERMS FOR THE TURNBULL CREEK LAND PRESERVATION COMMITTEE TO AUGUST 1, 2027.

April 22, 2025

Background:

During the City Commission meeting held on Tuesday, March 25, 2025, Turnbull Creek Land Preservation Committee Chair Donna Athearn asked the City Commission to extend, the terms of the Turnbull Creek Land Preservation Committee. Which are currently set to expire August 1, 2025.

Findings:
Staff recommends approval.

Fiscal Analysis:
None

Strategic Plan Item:
Yes

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Res 11-25 Amending TCC.pdf

RESOLUTION NO. 11-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AMENDING RESOLUTION NO. 17-24, TURNBULL CREEK LAND PRESERVATION COMMITTEE; TO EXTEND THE TERM OF THE COMMITTEE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 42-18 established the Turnbull Creek Land Preservation Committee; and

WHEREAS, Resolution No. 30-19 extended the term of the Committee for a twelve-month term, expiring on August 1, 2020; and

WHEREAS, Resolution No. 31-20 extended the term of the Committee for a six-month term, expiring on February 1, 2021; and

WHEREAS, Resolution No. 02-21 extended the term of the Committee for a twelve-month term, expiring on February 1, 2022; and

WHEREAS, Resolution No. 63-22 extended the term of the Committee for a twelve-month term, expiring on August 1, 2023; and

WHEREAS, Resolution No. 17-24 extended the term of the Committee for a twenty-four month term, expiring on August 1, 2025; and

WHEREAS, the City Commission wishes to extend the term of the Committee; and

WHEREAS, it is in the best interest of the City to incorporate the changes to the resolution to further strengthen citizen participation in the Turnbull Creek watershed acquisition process.

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

SECTION 1: There is hereby created a Turnbull Creek Land Preservation Committee hereinafter referred to as "TCC".

SECTION 2: The TCC shall consist of five regular members, who shall serve without compensation.

SECTION 3: Each member of the City Commission shall nominate one regular member to serve on the TCC. The City Commission shall appoint the members to serve terms expiring ~~August 1, 2025~~August 1, 2027.

SECTION 4: The members of the TCC serve at the pleasure of the City Commission and may be removed from the Committee by the City Commission with or without cause. If the position of a member becomes vacant for any reason, the City Commission shall appoint another qualified person to serve the unexpired term of the vacated position. The TCC shall work with and report to the City Manager.

SECTION 5: *Qualifications of members*. Wherever possible the City Commission shall appoint members to the TCC who have demonstrated interest in environmental issues, historic preservation, wildlife, biology, botany, or water quality. City officers and employees and members of other City advisory boards may not serve as members of the TCC.

SECTION 6: *Duties*.

a. The TCC shall review any information related to land preservation along the Turnbull Creek prior to City Commission approval.
b. Provide recommendations to the City Commission as to proposed projects and initiatives to advance the conservation efforts of the Committee within the Turnbull Creek area.
c. Research and recommend grant sources to fund proposed project initiatives within the Turnbull Creek properties.

SECTION 7: The TCC will meet quarterly and as needed from the date of appointment until ~~August 1, 2025~~ August 1, 2027. The TCC shall elect a chair and a vice-chair. The TCC shall meet at such times and such places as requested by the City Manager after consultation with the Committee, as may be necessary to accomplish the Committee's duties. Meetings shall be open to the public and minutes shall be kept. A public record of the Committee's minutes shall be maintained and made available for inspection by the public.

SECTION 8: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 9: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/15/2025

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF A GROUND LEASE ADDENDUM BETWEEN VOLUSIA COUNTY MOSQUITO CONTROL AND THE CITY OF NEW SMYRNA BEACH.

April 22, 2025

Background:

On August 10, 2021, the City Commission approved a ground lease between the County of Volusia and the City of New Smyrna Beach. Currently leased at a rate of $36,000, this lease is used by Volusia County for their Mosquito Control operation. The current lease is for five (5) years with four (4) options to renew for a period of five (5) years each. Each renewal rate is based on updated appraised value with the cost of appraisals being shared by both parties. The first term of this lease expires on August 31, 2026.

The attached addendum will increase the land leased from 5.5 to 9.1 acres. This additional land will allow Volusia County Mosquito Control (VCMC) to build new facilities and a new helipad. VCMC has outgrown their existing leased land, and existing facilities need to be replaced as they have exceeded their life expectancy. As with other non-aeronautical commercial airport property, land must be leased at fair market value per FAA guidelines. A property appraisal was completed and determined a market value of $1,220,000 for the 10 acre location. After the appraisal was complete, it was determined that VCMC wanted a 9.1 acre location. Rather than pay for another appraisal, VCMC and the airport agreed to calculate the rent based on the 9.1 acre portion of the appraised area, or 91% of the appraised market value. The lease rate is determined at 12% of the market value, or $133,224 annually.

Pending approval by the City Commission and the Volusia County Commission, the lease addendum will be effective July 1, 2025. The expiration of the land lease would be August 31, 2030, unless the option to renew is exercised in writing no later than one hundred and eighty (180) days prior to the end of the initial term of the lease.

Findings:

Airport staff recommend the approval of the ground lease addendum between the County of Volusia and the City of New Smyrna Beach.

Fiscal Analysis:

Annual increase in revenue from $36,000 to $133,224. A budget amendment will be forthcoming.

Strategic Plan Item:

No

Staff Report Created By: Tammy Hall

Attachments:

Executed Mosquito Control Lease.pdf
Staff Report 08-10-21.pdf
CC Summary 08-10-21.pdf
Appraisal - 801 South Street.pdf
ADDENDUM EXHIBIT A.pdf
VC Approval of FMV Calculation Rate.pdf
Addendum to Mosquito Control Lease - 4.15.25.pdf

GROUND LEASE AGREEMENT

BY AND BETWEEN THE CITY OF NEW SMYRNA BEACH

AND

THE COUNTY OF VOLUSIA

GROUND LEASE AGREEMENT

THIS LEASE is made and executed on this ____ day of _____, 2021, by and between the CITY OF NEW SMYRNA BEACH, Florida, a municipal corporation, organized and existing under the laws of the State of Florida, having its principal office at 210 Sams Avenue, City of New Smyrna Beach, County of Volusia State of Florida, hereinafter referred to as the "Lessor," and the COUNTY OF VOLUSIA, having a principal office at 123 W. Indiana Avenue, DeLand, County of Volusia, State of Florida, hereinafter collectively referred to as the "Lessee."

SECTION 1

DEMISE, DESCRIPTION OF PREMISES

Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of conducting therein any lawful business within the limitations as hereinafter described and for no other purpose, the following described premises with the appurtenances, situated in the City of New Smyrna Beach, County of Volusia, State of Florida, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE

MADE A PART HEREOF.

As used herein, the term "premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this lease.

SECTION 2

TERM AND RENEWAL OPTION

A. Term: The initial term of this lease shall be for FIVE (5) years, commencing on August 31, 2021 and ending on August 31, 2026. As used herein the expression "term of this lease" refers to such initial term and to any renewal of the initial term.

B. Renewal Option: The Lessee shall have four (4) options to renew this lease for the leased premise, with each option period consisting of five (5) years. The Lessee may renew all or part of the leased premise upon six (6) months prior written notice. Lessee shall notify Lessor in writings of its intentions to exercise its option to renew this lease no later than 180 days prior to the end of the initial term of this lease. The rental amount for each year of the four (4) option periods shall be calculated as provided in Section 3: RENT.

SECTION 3

RENT

Subject to adjustments as provided below, the annual rent shall be THIRTY SIX THOUSAND DOLLARS **($36,000.00)** which Lessee shall pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor, plus applicable Florida Sales

Tax or other taxes, fees, or charges by any governmental unit of Volusia County, State of Florida, or the United States of America. The annual rent shall be due on the 31st day of August each year during the lease term, the first such installment being due on the 31st day of August 2021.

SECTION 4

RENT ADJUSTMENT

An appraisal of the property shall be performed every five (5) years to establish the market rate for the lease. The appraisal shall be performed by a qualified MAI or SREA designated appraiser mutually agreeable by both parties and shall meet all standards of the Appraisal Institute. The appraisal shall take into account all possible uses of the premises and its location at the Airport, including the government regulations or restrictions pertaining or applicable to the property. The cost of the appraisal shall be shared equally between the parties. The market rate of the annual rent shall be twelve percent (12%) of the total appraised land value of the 5.48 acres of the leased land.

SECTION 5

WARRANTIES OF TITLE AND QUIET POSSESSION

A. Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make this lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term of this lease. This section is subject to exclusions of any and all rights of the United States Government by virtue of Deed Restrictions and otherwise.

B. Notwithstanding paragraph (A) above, Lessor hereby retains an avigation easement in the airspace above the Leased Premises, as depicted in Exhibit A, for the purpose of passage of all aircraft in and through the navigable airspace over and above the premises, together with the right to cause in said navigable airspace, noise, vibration, and all other effects that may be caused by the operation of aircraft landing, taking off from, or operated at the New Smyrna Beach Municipal Airport.

SECTION 6

DELIVERY OF POSSESSION

If, for any reason whatsoever, Lessor cannot deliver possession of the demised premises to Lessee at the commencement of the lease term, as specified above, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from such inability to deliver possession; in that event there shall be a proportionate reduction of rent covering the period between the commencement of the lease term and the time when Lessor can deliver possession.

SECTION 7

USE OF LEASED PREMISES

The Leased Premises shall be used for such uses and purposes as are part of or incidental to Lessee's operation in the work of the mosquito control aerial and ground operations including, office space, storage of equipment and materials in connection herewith.

SECTION 8

USES PROHIBITED

Lessee shall not use or permit the demised premises, or any part of such premises, to be used for any purpose or purposes other than the purpose or purposes for which the premises are hereby leased. No use shall be made or permitted to be made of the premises, or acts done, that will cause a cancellation of any insurance policy covering any building(s) located on the premises, or any part of the premises, nor shall Lessee sell, or permit to be kept, used, or sold, in or about the premises, any article prohibited by law or ordinance. Lessee shall, at its sole cost, comply with all requirements, pertaining to the demised premises, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the demised premises.

SECTION 9

USE OF AIRPORT

Lessee shall have the non-exclusive right, in common with others, of runways, landing areas, aprons, taxiways and navigational aids which now exist or may be hereafter installed, erected or constructed for the use of the general public at the New Smyrna Beach Municipal Airport, except as otherwise provided herein. Lessee understands that from time to time portions of the airport runways, taxiways, etcetera, may be closed to allow maintenance on upgrading of closure, or portions may be permanent as changes in the airports posture are required as an overall change to the airport's position in National, State, or local aviation system plans.

SECTION 10

RULES AND REGULATIONS

Lessee agrees to observe all rules and regulations, resolutions and ordinances promulgated, from time to time, by the City of New Smyrna Beach and the Federal Aviation Administration governing the conduct on, and operations at, the New Smyrna Beach Municipal Airport. The City of New Smyrna Beach agrees that any rules and regulations, resolutions and ordinances promulgated shall be consistent with the rules and regulations of the Federal Aviation Administration or reasonably necessary for the health, welfare and safety of the public.

SECTION 11

MAINTENANCE OF PREMISES

Lessee agrees, at its own expense, to maintain the leased premises, curtilage, and appurtenances to such premises in reasonable repair, allowing for ordinary wear and tear. Lessee agrees to maintain and keep the exterior walls and roofs of the leased premises in reasonable repair.

SECTION 12

DRAINAGE EASEMENT

The Lessor reserves the right to maintain that existing portion of the Airport drainage system above or below the ground located on, through or below the leased premises. Lessee hereby agrees not to obstruct or in any other manner interfere with the drainage facility presently located on the leased premises.

SECTION 13

REGULATION BY FEDERAL AGENCIES

It is understood by and between the parties hereto that this Agreement and all provisions and conditions hereof shall be, and are, subject and subordinate to the terms and conditions under the instrument of conveyance by which the City acquired the property known as the New Smyrna Beach Municipal Airport from the United States of America, and any subsequent Deeds of Release or ADAP Grant Agreements, and the use of the above described property and the Airport facilities shall be subject and subordinate to the rules, regulations, conditions and restrictions which may be imposed by the Federal Aviation Administration or other regulatory agency(ies) of the United States of America, and this Agreement shall be given only such effect as will not conflict with the terms and conditions of such instrument of conveyance, Deeds of Release or Grant Agreements or the rules and regulations imposed by the Federal Aviation Administration or other regulatory agency of the United State of America governing the use and operations of Airports. Lessee acknowledges that it is thoroughly familiar with the above instruments, rules and regulations, and further acknowledges that these rules and regulations may modify its rights under this Agreement.

SECTION 14

RESERVATIONS

A. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property (leased premises) together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

B. The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth or other obstructions on the real property (leased premises) to such a height so as to comply with Federal Aviation Regulations, Part 77 or other similar rules that may be adopted in the future.

C. The Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the real property (leased premises) which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

SECTION 15

LIMITATION OF GRANT

It is specifically understood and agreed that Lessee's right to ingress and egress shall not be construed as granting or authorizing an exclusive right within the meaning of Section 308 of the Federal Aviation Act and the said right does not convey title or estate to any property of the City of New Smyrna Beach, nor does the said right provide for an exclusive right to any of the Airport Property, but is a license for access to and from and the use of the New Smyrna Beach Municipal Airport by Lessee. Lessee hereby acknowledges that the execution of this Lease Agreement shall not be construed to grant the Lessee, its successors and assigns a prescriptive right or adverse possession to the leased premises after termination of this Lease Agreement. Lessee acknowledges that this Lease Agreement may be terminated pursuant to the terms contained herein and that any improvements constructed upon the leased premises shall become the property of the public at large. This Lease Agreement shall not constitute a part of any other transfer of property to the Lessee including property adjacent to the leased premises, property located in the new Smyrna Beach Industrial Park, and property located on the New Smyrna Beach Municipal Airport.

SECTION 16

WASTE AND NUISANCE PROHIBITED

During the term of this lease, Lessee shall comply with all applicable laws affecting the demised premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the premises. Lessee shall not commit or suffer to be committed any waste on the demised premises, or any nuisance.

SECTION 17

ENVIRONMENTAL REPRESENTATIONS

A. For the purposes of this Lease, the term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions, and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal

Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Super Funded Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules and Regulations of the Environmental Protection Agency, and Rules and Regulations of Florida Department of Environmental Regulations, Florida Department of Natural Resources, and the St. Johns River Water Management District.

B. (1)For a period of NINETY (90) days, from the effective date hereof , Lessee, through its agents, environmental consultants and employees, will be authorized to enter upon the property for the purposes of scientific investigation, surveying, the taking of soil borings, the taking of water samples from existing wells, the digging of test wells, and the testing of tanks, and upon contiguous lands owned by Lessor for the purpose of access to the property; provided, that any such agents, consultants or employees of Lessee shall give reasonable advance notice to Lessor and shall be responsible to close and lock any gates through which they pass in the exercise of such right of entry. Any boring holes made by the Lessee shall be properly filled and packed to the surrounding earth level by the Lessee.

(2) Lessee further agrees to provide Lessor with true copies of reports, findings, and test results derived from any and all scientific investigations, surveys, and soil borings conducted on Lessor's property. Lessee waives, with respect to Lessor only, any right of confidentiality with regard to these documents and gives Lessor the right to obtain copies from any and all governmental regulatory agencies involved.

(3) Lessee further agrees, to the extent allowed by law, to assume all risks involved and to be fully responsible for the safety of its servants, agents, contractors, and employees, hereby releasing, saving and discharging Lessor, its successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of employees, or loss of or damage to personal property, and hereby assumes full responsibility for any accident, death, dismemberment, temporary or permanent disability, resulting to any servants, agents, or designated employees as result of the authorization granted by this section.

(4) Lessee further agrees, to the extent allowed by law, to be responsible for any costs, expenses, losses, damages, or liabilities incurred by Lessee due to its own negligence, including employees, agents or representatives of the parties hereto or any third party for any loss or damage to property arising from or in connection with the use or occupancy of the Leased Premises, or from ingress or egress from this property.in its use of the Leased Premises. Lessee expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Lessee or Lessor beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature, or may be adopted by the Florida Legislature, and liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including, but not limited to, a claim sounding in tort, equity or contract.be responsible for its own negligence, or third persons.

(5) Should Lessee engage any other party to perform this work, the responsibilities of Lessee shall be equally applicable should any property damage, injury or death occur to any person or persons as a result of that third party.

(6) The indemnity provided by this Section 17, subparagraph B, shall be limited by applicable law.

C. If Lessee discovers any toxic or hazardous substances or wastes on or contaminating the demised premises above levels which exceed the allowable levels as set forth in current environmental laws as defined by this section, Lessee shall notify Lessor, in writing, within TEN (10) days of such discovery. Such notice shall contain copies of any and all reports received from Lessee's environmental consultants, contractors, agents, or employees. Lessor, at its option, may cleanup said toxic or hazardous substances, or wastes as required by environmental law, or Lessor may cancel this agreement, whereupon Lessee and Lessor shall be released as to one another as to all further obligations under this lease within NINETY (90) days from the effective date.

D. After NINETY (90) days of the effective date hereof, except as otherwise provided herein, Lessor shall have no further responsibility with respect to any toxic or hazardous substance or waste contaminating the subject property as defined by environmental law other than statutorily defined liability for any such contamination caused in whole or in part by Lessor.

E. In the event this lease is terminated as provided under this Paragraph 17(C) herein, Lessor shall reimburse Lessee for one half (1/2) of any and all reasonable costs and expenses incurred in obtaining such environmental investigations, inspections and/or reports. Upon payment of said reasonable costs and expenses, said investigations, inspections and/or reports shall become the property of the Lessor.

F. Should Lessee release any toxic waste or hazardous substances within the meaning of the term "environmental laws" as stated herein or as may be amended from time-to-time, Lessee shall be held liable and shall take "remedial action" and/or "remove" such toxic waste or hazardous substances in accordance with environmental laws. Lessee shall submit to Lessor, prior to taking possession of any toxic wastes or hazardous substances at the leased premises, a written plan for the storage, use and disposal of said products. Such plan shall be in compliance with all environmental laws. Lessor shall have the right to enter upon the premises to inspect the books and records and property of Lessee to insure that said products are being stored, used, and disposed of in accordance with said environmental laws.

G. Lessee agrees that in the event Lessee's use of the premises results in the premises being contaminated with environmental toxins or otherwise that Lessee shall be obligated to pay rent until the environmental contamination is cleaned up. The amount of the rent shall be the greater of the annual rent payable at the time of expiration or termination of the lease or the fair market value of the property had the property not been contaminated.

SECTION 18

ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this lease. If Lessee shall abandon, vacate or surrender the demised premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be encumbered to Lessor.

SECTION 19

LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the demised premises at all reasonable time for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned.

SECTION 20

ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

Lessee may not encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the demised premises, together will all buildings and improvements placed by Lessee on such premises, as security for any indebtedness of Lessee.

SECTION 21

SUBLETTING

Lessee shall have the right to sublease the use of the Leased Premises so long as the sublessee is obligated to use the subleased premises in a manner consistent with the uses permitted hereunder. Any sublease of the leased premises shall require the prior written approval of Lessor, which written approval shall not be unreasonably withheld.

SECTION 22

NOTICES

All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party to this lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

TO LESSOR:

City Manager City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, Florida 32168

TO LESSEE:

County Manager, County of Volusia

123 W. Indiana Avenue

DeLand, Florida 32720

The address to which any notice, demand, or other writing may be given or made or sent to any part as above provided may be changed by written notice given by such party as above provided.

SECTION 23

CONSTRUCTION OF NEW BUILDING

A. The Lessor gives and grants to the Lessee the right and privilege of erecting additional buildings/structures on the afore described property, provided that such buildings/structures shall not be used for any private or commercial activity whatsoever, and further provided that such buildings/structures conform to all applicable Federal Aviation Administration Regulations and building/zoning laws.

B. Alterations, improvements, and changes permitted. Lessee shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the premises as Lessee may deem necessary, or to replace any such building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any such building, Lessee shall obtain Lessor's written approval of plans and specifications therefor, which approval Lessor shall not unreasonably withhold, as long as the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or as long as any proposed new building is at least equal in value to the one it is to replace, as the case may be. In the event of disapproval, Lessor shall give to Lessee an itemized statement of reasons therefor. If Lessor does not disapprove the plans and specifications provided for in this section within NINETY (90) days after they have been submitted to Lessor, such plans and specifications shall be deemed to have been approved by Lessor. Lessee will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building.

C. Restoration and replacement of any existing structure. Lessee shall have no obligation, at the expiration or other termination of the lease, to restore or replace any building located on the land hereby demised at the commencement of the term of this lease, except that, prior to the time Lessee

may demolish any such building, Lessee shall keep and maintain any building in a condition comparable to its condition when delivered to Lessee.

D. Disposition of new improvements. Any new building constructed by Lessee on the premises, and all alterations, improvements, changes, or additions made in or to such premises shall become the property of Lessor at the expiration of lease, and Lessee shall have only a leasehold interest therein, subject to the terms of this lease. New improvements of portable/modular buildings that the Lessee constructs on the premises may be removed by the Lessee.

SECTION 24

REPAIRS AND DESTRUCTION OF IMPROVEMENTS

A. Maintenance of improvements. Lessee shall, throughout the term of this lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in good, sanitary, and neat order, condition and repair, and, except as specifically provided herein, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the demised premises or any buildings or improvements thereon. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the premises, the improvements on the premises, or any activity or condition on or in such premises.

B. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is a part of the premises shall not release Lessee from any obligation under this lease, except as expressly provided herein. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore the building or improvement to a condition as good or better than that which existed prior to such damage or destruction.

SECTION 25

UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises.

SECTION 26

LIENS

A. Lessee's duty to keep premises free of liens. Lessee shall keep all of the premises and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee No construction liens shall be placed against the Lessor's title in the demised premises for or on account of the construction of any improvement upon the demised premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Lessee. All such liens are prohibited by this lease as authorized by Section 713.10, F.S. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. Lessee agrees to promptly pay or bond any liens, and further agrees to indemnify and save harmless the Lessor from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefor be with or without merit or valid or invalid. Further, the Lessee agrees to promptly notify any contractor making any improvements to the premises of the provisions of this lease, contained in this paragraph. The Lessor and the Lessee agree that a short form memorandum of this lease may be recorded in the public records of Volusia County, Florida, containing the language of this clause, the name of the Lessor, and the legal description of the leased lands. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended from time to time. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify Lessor and all of the premises and all buildings and improvements on the premises against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice no less than NINETY (90) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of TEN THOUSAND DOLLARS ($10,000.00) in order that Lessor may post appropriate notices of Lessor's non-responsibility.

B. Contesting liens. If Lessee desires to contest any such lien, they shall notify Lessor of their intention to do so within TWENTY (20) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default under this lease until TWENTY (20) days after the final determination of the validity of the lien, within which time Lessee shall satisfy and discharge such lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee

under this lease. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting from such contest.

SECTION 27

SIDEWALK SPACE

Lessor does not hereby lease to Lessee any space under, in, or on any street or sidewalk adjacent to the demised premises, but does hereby license Lessee, subject to all the terms and provisions of the lease, and at Lessee's sole risk, such right to the use of any space under, in, or on any such adjacent street or sidewalk as Lessor itself may have. Lessee shall vacate such space if Lessor is ordered to vacate the same by any public authority, and the vacation of such space by Lessee shall not entitle Lessee to any reduction of rent due under this lease. The rights of Lessee under this lease shall be subject to such present and future resolutions, ordinances, regulations, or laws as may be made by the City of New Smyrna Beach, or the County of Volusia, or any other public authority having jurisdiction in the premises.

SECTION 28

REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by Lessee under this lease in the amounts, at the times and in the manner herein provided, and shall keep and perform all the terms and conditions of this lease on its part to be kept and performed, and at the expiration or sooner termination of this Lease, Lessee shall peaceably and quietly quit and surrender the premises to Lessor in good order and condition subject to the other provisions of this lease. In the event of the non-performance by Lessee of any of the covenants of Lessee undertaken herein, this lease may be terminated as herein provided.

SECTION 29

CANCELLATION BY LESSOR

The Lessor may cancel this Agreement, without forfeiture, waiver or release of the Lessor's right to any sum of money due or to become due under the provisions hereof upon or after the happening of any one or more of the following events:

A. The adjudication of Lessee as a bankrupt.

B. The appointment of a receiver of Lessee's assets.

C. Any assignment made by Lessee for the benefit of creditors.

D. The default by Lessee in the performance or nonperformance of any covenant or agreement herein required and the failure of Lessee to remedy such default for a period of SIXTY (60) days after receipt from the Lessor of a written notice to remedy the same.

E. The assumption, by the United State or any authorized agency thereof, of the operation, control or use of the New Smyrna Beach Municipal Airport in such a manner as to restrict Lessee in its use of the described facilities, which action shall abate all lease payments.

SECTION 30

CANCELLATION BY LESSEE

Lessee may cancel this Agreement and terminate any or all of its obligations hereunder upon or after the happenings of any one or more of the following events:

A. The failure or refusal of the Federal Aviation Administration or other cognizant United States Government Agency to permit Lessee to operate into or from the New Smyrna Beach Municipal Airport or the restriction by such agency in the use of the Airport facilities.

B. The issuance of any court of an injunction preventing or restraining the use of the New Smyrna Beach Municipal Airport by Lessee.

C. The default by the City in the performance of any covenant or agreement required to be performed by the City and the failure of the City to remedy such default within SIXTY (60) days after receipt of written notice by Lessee to remedy the same.

D. The assumption by the United States Government or any authorized agency thereof of the operation, control or use of the New Smyrna Beach Municipal Airport which would prohibit Lessee from continuing its use.

E. A natural disaster, such as but not limited to, a hurricane, tornado, etc., that damages the Lessee's improvements to the premises such that it is uninhabitable or untenantable In the event of a natural disaster that deems the premises uninhabitable or untenantable, Lessee agrees to either restore the damaged improvements to its preexisting condition or remove any damaged improvements that are beyond repair as determined in Lessee's sole discretion. If Lessee removes any damaged improvements, Lessee agrees to fill in and grade with the adjacent ground level any cavity left as a result of Lessee's removal of any damaged improvements.

F. Lessee shall have the right, by written notice to Lessor given at least ONE HUNDRED AND EIGHTY (180) days prior to (a) any adjustment of the annual rent following the required appraisal of every FIVE (5) years or (b) an effective date that is mutually agreeable by Lessor and Lessee, to terminate this Lease. On the effective date of the termination, Lessee shall be relieved from all further liability under this lease except for liability related to Lessee's prior actions or failures to act, and shall deliver possession of the demised premises to Lessor. The lease shall be prorated as of the date of termination.

SECTION 31

PROHIBITION OF INVOLUNTARY ASSIGNMENT

Neither this lease nor the leasehold estate of Lessee nor any interest of Lessee under the lease in the demised premises or in the building or improvements on the premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise, or intestate succession). Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

SECTION 32

NONDISCRIMINATION

The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

SECTION 33

AIRPORT PROTECTION

It shall be a condition of this lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

SECTION 34

PROPERTY RIGHTS RESERVED

This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the New Smyrna Beach Municipal Airport.

SECTION 35

NOTICE OF DEFAULT

Except as to the provisions of Section 34 of this lease, Lessee shall not be deemed to be in default under this lease in the payment of rent or the payment of any other moneys as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee TEN (10) days' written notice of such default and Lessee fails to cure such default within such THIRTY (30) days. Except as to the provisions or events referred to in the preceding sentence of this section, Lessee shall not be deemed to be in default under this lease unless Lessor shall first give to Lessee TEN (10) days' written notice of such default, and Lessee fails to cure such default within such THIRTY (30)-day period or, if the default is of such a nature that it cannot be cured within THIRTY (30) days, Lessee fails to commence to cure such default within such period of THIRTY (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

SECTION 36

DEFAULT

In the event of any breach of this lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this lease or it may from time to time, without terminating this lease, re-let the demised premises or any part of the premises for such term or terms (which may be for a term extending beyond the term of this lease) and at such rent or rents and on such other terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alterations and repairs to the demised premises. On each such re-letting: A. Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due under this lease, the expenses of such re-letting and of such alterations and repairs, incurred by Lessor, and

the amount, if any, by which the rent reserved in this lease for a period of such re-letting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period on such re-letting; or B. At the option of the Lessor, rents received by such Lessor from such re-letting shall be applied, first, to the payment of any indebtedness, other than rent due under this lease from Lessee to Lessor; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the rent may become due and payable under this lease. If Lessee has been credited with any rent to be received by such re-letting under option (A), and such rent shall not be promptly paid to Lessor by the new lessee, or if such rentals received from such re-letting under above option (B) during any month is less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the demised premises by Lessor shall be construed as an election on the part of Lessor to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination of the lease is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

SECTION 37

LESSOR'S RIGHT TO PERFORM

In the event that Lessee by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default under this lease and such failure shall continue for a period of THIRTY (30) days after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to do, or perform or cause to be done or performed such act or thing (entering on the demised premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor on demand the entire expense thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition herein contained or the performance thereof, or of any other right or remedy of Lessor, hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this lease, if not paid when the amounts become due as in this lease provided, shall bear interest from the date they become due until paid at the then current Prime Rate plus TWO (2) percent per annum, compounded annually, as reported in the Wall Street Journal of the date of performance by the Lessor of Lessee obligation.

SECTION 38

EFFECT OF EMINENT DOMAIN

A. Effect of total condemnation. In the event the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this lease.

B. Effect of partial condemnation. In the event a portion of the demised premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this lease as of the date of such taking on giving to Lessor written notice of such termination within THIRTY (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken. In the event of such partial taking and Lessee does not so terminate this lease, then this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term.

C. Condemnation award. In the event of the termination of this lease by reason of the total or partial taking of the premises by eminent domain, then in any such condemnation proceedings Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of such taking. In the event of a partial taking of the premises and this lease is not terminated, then Lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the demised premises by Lessee and located on the premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of such improvements and ending THIRTY (30) years thereafter.

SECTION 39

SURRENDER OF LEASE

The voluntary or other surrender of this lease by Lessee, or a mutual cancellation of this lease, shall not work as a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION 40

DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this lease for any cause, Lessor shall become the owner of any building or improvements on the demised premises. Notwithstanding the foregoing, Lessee shall have the full right to remove from the premises all buildings.

SECTION 41

TRANSFER OF SECURITY

If any security is given by Lessee to secure the faithful performance of all or any of the covenants of this lease on the part of Lessee, Lessor may transfer or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold, and Lessor shall be discharged from any further liability in reference thereto.

SECTION 42

WAIVER

The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition therein contained. The subsequent acceptance of rent under this lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

SECTION 43

EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this lease, with consent of Lessor, shall be construed to be a tenancy from month to month, at the same monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the term of this lease, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

SECTION 44

PARTIES BOUND

The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this lease; and all of the parties to this lease shall be jointly and severally liable under this lease.

SECTION 45

ASSURANCES

A. The Lessee for itself, its heirs, personal representatives, successor in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program and activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

B. In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess said land and facilities thereon, and hold the same as if the said Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

C. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof does hereby covenant and agree, as a covenant running with the land that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land, and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Par 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and re-enter and repossess said land and facilities thereon and hold the same as if said Lease had never been made or issued. This provisions shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

SECTION 46

TIME OF THE ESSENCE

Time is of the essence of this lease, and of each and every covenant, term, condition, and provision of this lease.

SECTION 47

REMEDIES CUMULATIVE

All remedies conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION 48

SECTION CAPTIONS

The captions appearing under the section number designations of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

SECTION 49

RECORDATION

This Lease Agreement and all references thereto may be recorded in the Office of the Clerk of the Circuit Court of the Public Records of Volusia County, Florida.

SECTION 50

SEVERABILITY

Should any term, covenant, condition, provision, sentence or part thereof of this Lease be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.

SECTION 51

EFFECTIVE DATE

City shall furnish a copy of this Lease Agreement to the Department of Transportation, Federal Aviation Administration along with Form 7460-1 (completed by Lessee) to effect the Airport Layout Plan coordination required for the proposed taxiway. Upon the City Clerk's receipt of Lessee's certified commencement letter and upon receipt of notice from the Federal Aviation Administration for approval of the Lease Agreement and Form 7460-1 this Lease shall become effective.

EXECUTED this _____ day of _____, 2021.

LESSOR: CITY OF NEW SMYRNA BEACH, FLORIDA, a municipal corporation.

(City Seal)

By: _____ Russ Owen, Mayor

Attest:

_____ Kelly McQuillen, City Clerk

Executed in the presence of: WITNESSES:

Sharon Taylor-Harding

_____

STATE OF FLORIDA,)

)

COUNTY OF VOLUSIA)

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear RUSS OWEN and KELLY MCQUILLEN, Mayor and City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and as such City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Lease Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida. WITNESS my hand and seal this 11 day of August, 2021.

Lori Diane Wilson Notary Public

(Notary Seal or Stamp)

Lori Diane Wilson
Notary Public
State of Florida
Comm# GG985613
Expires 5/6/2024

LESSEE:

By: _____ Jeffrey S. Brower, County Chair

Attest:

_____ George Recktenwald, County Manager

Executed in the presence of: WITNESSES:

_____

_____

STATE OF FLORIDA,

)

)

COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 18th day of August, 2021 by Jeffrey S. Brower, as County Chair and by George Recktenwald, as County Manager, who are personally known to me or who have produced _____ as identification.

_____ (Notary Seal or Stamp) Notary Public

JENNA MISURALE
Commission # HH 003637
Expires May 26, 2024
Bonded Thru Budget Notary Services

APPROVED AS TO FORM AND CONTENT

_____ Carrie Avallone, City Attorney

Date: 8/12/2021

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF LEASE BETWEEN THE CITY OF NEW SMYRNA BEACH AND VOLUSIA COUNTY MOSQUITO CONTROL DIVISION.

August 10, 2021

Background:

Attached is a draft of the lease between the City of New Smyrna Beach and Volusia County Mosquito Control Division (VCMC) for $36,000 annually. The new lease agreement is for a period of five (5) years with four (4) options to renew for a period of five (5) years each. Each renewal period rate will be based on an updated appraised value. The cost for the appraisals will be shared equally between both parties.

Currently VCMC pays the City/Airport fund $54,900 annually which was based on an appraisal completed in 2006 at the height of the real estate market. Per the existing lease agreement their current renewal period expires August 30, 2021. The new proposed rate is based on an appraisal completed in March 2021 by Pomeroy Appraisal Associates of Florida placing a value on the land of $300,000 with no improvements. In accordance with the lease document, Section 3, the lease payment will be twelve percent (12%) or $36,000 of the total appraised value of the land without improvements.

The FAA has reviewed and approved the lease. Pending approval by the City Commission and Volusia County Commission the lease will commence effective August 31, 2021 and expire on August 31, 2026 unless the option to renew is exercised in writing no later than one hundred and eighty (180) days prior to the end of the initial term of the lease.

Findings:

Staff recommends approval of the Ground Lease between the City of New Smyrna Beach/Airport and Volusia County/Mosquito Control at the rate of $36,000 annually for a term of five (5) years with four (4) options to renew for a period of five (5) years each.

Fiscal Analysis:

Currently the airport has budgeted $54,900 annually in revenue. Based on the appraisal the new rate will be $36,000 annually effective in this FY. This would be a decrease in the Airport revenue fund in the amount of $18,900.

Strategic Plan Item:

No

Staff Report Created By: Rhonda Walker

Attachments:

Appraisal 2021.pdf
FAA checklist VCMC lease.pdf
VC Mosquito Control Lease Final Draft.pdf
Exhibit A Mosquito Control Lease.pdf

City Commission Regular Meeting
Tuesday, August 10, 2021 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

Former Mayor James A. Hathaway called the meeting to order at 6:30 PM.

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Champlain Sheila Turner 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

6. CONSENT AGENDA

6.A Consider the adoption of the City Commission Special and CRA Minutes from the meetings held on June 22, 2021.
Unanimously adopted.

6.B Resolution No. 22-21: Consider the adoption of a Resolution, which if adopted, would clarify that all members of the Neighborhood Council must be City residents, revise the term lengths, establish term limits, and revise meeting frequency.
Unanimously adopted.

6.C Resolution No. 23-21: Consider the adoption of a Resolution, which if adopted, would amend the Economic Development Advisory Board to establish residency requirements for all members, revise term lengths, and establish terms limits.
Unanimously adopted.

6.D Resolution No. 24-21: Consider the adoption of a Resolution, which if adopted, would amend the Golf Advisory Board term length, residency requirements and meeting frequency.
Unanimously adopted.

6.E Resolution No. 25-21: Consider the adoption of a Resolution, which if adopted, would express the intent of the City Commission to vacate a portion of Booker Avenue and Conner Avenue.
Unanimously adopted.

6.F Resolution No. 31-21: Consider the adoption of a Resolution, which if adopted, would support the offsite maintenance for the Barracuda Bridge Replacement Project.
Unanimously adopted.

6.G Resolution No: 32-21: Consider the adoption of the Second Modification to the Subgrant Agreement between the Division of Emergency Management and the City of New Smyrna Beach, which if approved would provide additional funding associated with the FEMA - HMGP grant to elevate nine (9) homes.
Unanimously adopted.

6.H Resolution No. 34-21: Consider the adoption of a Resolution, which if adopted, would amend the FY2020-2021 Budget.
Unanimously adopted.

6.I Consider the approval to purchase (6) new Parking Kiosk's.
Unanimously approved.

6.J The Police Department is requesting City Commission approval to purchase two Ford Escape small SUV's, for use by the Community Service Aides.

Unanimously approved.

6.K Consider an approval request to Increase the purchase order funds for the Jimmy Lane Surf Camp.

Unanimously approved.

6.L Consider a request for approval to use FY 20/21 capital project funds from the Parks' Division for the purchase and installation of a shade structure for Inlet Shores Park instead of adding poured-in-place surfacing to the fitness area at Buena Vista Park.

Unanimously approved.

6.M Consider a request to award ITB 15-21-CIP Alonzo “Babe” James Community Center Environmental Shade Structure to Top Line Recreation, Inc.

Unanimously approved.

6.N Consider the approval of the CDBG Fiscal Year 21/22 proposed project Community Development Block Grant (CDBG) allocation for FY 21/22.

Unanimously approved.

6.O Consider the approval of the Southeast Volusia Regional (SEVR) SWAT Team Mutual Aid agreement between the Cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach and South Daytona.

Unanimously approved.

6.P Consider the approval of a Memo of Understanding with IUPA regarding the distribution of Chapter 185 monies.

Unanimously approved.

6.Q Consider a request to expand the existing disc golf course at Holland Park.

Unanimously approved.

6.R Consider the approval of a Dock Easement Agreement to allow for a single family residential dock to be located across from property located at 646 North Riverside Drive.

Unanimously approved.

6.S Consider the approval of a Dock Easement Agreement to allow for a single family residential dock to be located across from property at 636 North Riverside Drive.
Unanimously approved.

6.T Consider the approval of an application for a Sidewalk Café Agreement for the Café del Soul restaurant to be located at 105 Magnolia Street.
Unanimously approved.

6.U Consider the approval of Lease between the City of New Smyrna Beach and Volusia County Mosquito Control Division.
Unanimously approved.

6.V Consider the approval of a one-year contract renewal with Bentley Architects + Engineers for continuing professional architectural services.
Unanimously approved.

6.W Requesting City Commission approval to authorize Universal Engineering Sciences to perform an environmental evaluation of the industrial land activities at 1050 Freemont Street, at a cost of $17,500.
Unanimously approved.

6.X Consider the approval of a contract with Mead & Hunt to perform engineering design services for the North Atlantic Avenue Drainage System Improvements, at a cost of $102,108, funded by the Stormwater Utility Fund.
Unanimously approved.

6.Y Requesting City Commission approval to authorize Traffic Engineering Data Solutions (TEDS) to proceed with preparation of an intersection improvement conceptual plan for the Flagler Avenue / Peninsula Avenue intersection, in the amount of $37,525, funded by transportation impact fees.
Approved 3-2 by majority vote, with Vice Mayor Sachs and Commissioner Hartman voting no.

6.Z Consider a request for the approval of a Continuing Services Agreement with the Utilities Commission for Road Paving Services. ***Unanimously approved, with direction to City Attorney to revise references to Exhibit A with a written formula to determine cost to the UC.***

6.AA Consider the approval of a Second Amendment to Michael Baker International, Inc. to Prepare an Airport Wildlife Hazard Management Plan.
Unanimously approved.

6.AB Consider the approval of Amendment No. 5 to the Consulting Engineering Agreement for GAI Consultants, Inc. – Professional Services for the Construction Phase of Taxiway 'C' Rehabilitation Project.
Unanimously approved.

6.AC Consider the approval of the Award of Contract to P&S Paving, Inc. for Improvements to Taxiway 'C' ITB 12-21-AIR.
Unanimously approved.

6.AD Consider the approval of a Grant Request for the Reel Deal Film Festival.
Approved, as amended to support the use of City Facilities and denying the monetary request of $5,000, 4-1 by majority vote, with Vice Mayor Sachs voting no.

6.AE Special Event: Consider the approval of Biketoberfest 2021.
Unanimously approved.

6.AF Special Event: Consider the Approval of the Canal Street Car Show.
Unanimously approved.

6.AG Special Event: Consider the approval of a special event, Cars and Coffee.
Unanimously approved.

6.AH Special Event: Consider the approval of a special event, Cheeseburger in Paradise.
Unanimously approved.

6.AI Special Event: Consider the approval of a special event, Flagler Wine Walk.
Unanimously approved.

6.AJ Special Event: Consider the approval of a special event, Shark Bite Half Marathon and 5K.
Unanimously approved.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Consider a Request for Code Enforcement Lien Amnesty for 3203 Saxon Drive, New Smyrna Beach.
Unanimously approved a Lien Amnesty request in the amount of $5,692.70 payable within ten (10) calendar days.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Ordinance No. 29-21: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would vacate a portion of Booker Avenue and Conner Avenue.
Unanimously adopted.

8.B Historic Tree Removal: Conduct a Public Hearing to consider a request by New Smyrna Beach Development Partners, LLC to remove a 52-inch historic Laurel Oak tree in conjunction with the proposed Greenlawn Manor senior affordable housing project at 600 Greenlawn Street.
Approved 3-2 by majority vote, as amended to waive future fees associated with the removal of this specific tree, with Vice Mayor Sachs and Commissioner Kolody voting no.

9. ORDINANCES - FIRST READING

9.A Ordinance No: 30-21: Conduct the First Reading of an Ordinance, which if adopted at Second Reading and Public Hearing, would amend section 803.04 of the Land Development Regulations allowing the exemption of a walkway, gangway, or access pier from the total area calculation of a single-family dock structure.
The Second Reading and Public Hearing will be conducted on August 24, 2021.

9.B Ordinance No. 31-21: Conduct the First Reading of an Ordinance, if adopted at Second Reading would amend Land Development Regulation Section 604.12 Signs, allowing up to a four (4) year extension for the removal of existing Pole Signs, with additional conditions.
The Second Reading and Public Hearing will be conducted on August 24, 2021.

9.C Ordinance No. 32-21: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to My Dumpster Guy, LLC.
The Second Reading and Public Hearing will be conducted on August 24, 2021.

9.D Ordinance No. 33-21: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend City Code Section 58-2 to revise park rules, define camping, establish evidence requirements and an enforcement procedure for individuals found camping in City Parks.
The Second Reading and Public Hearing will be conducted on August 24, 2021.

9.E Ordinance No. 34-21: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would revise the penalties for municipal ordinance violations.
The Second Reading and Public Hearing will be conducted on August 24, 2021.

10. BOARDS AND COMMISSIONS

10.A Golf Advisory Board: Consider the reappointment/appointment of two (2) members to serve three-year terms, expiring on September 1, 2024 and the appointment of a citizen to serve a three-year term, expiring on September 1, 2024.
Unanimously reappointed William Purcell and Ann to serve three-year terms on the Golf Advisory Board, set to expire on September 1, 2024.

10.B Housing Authority: Consider the appointments/reappointments of two (2) members to serve four-year terms, expiring on August 31, 2025.
Unanimously reappointed Judy Reiker and appointed Timothy Foldy to serve four-year terms on the Housing Authority, set to expire on August 31, 2025.

11. MAYOR AND COMMISSION REPORTS

12. CITY MANAGER'S REPORT

13. CITY CLERK'S REPORT

13.A Community Development Block Grant (CDBG) Annual Board Report.

13.B Historic Preservation Commission (HPC) Annual Board Report.

14. CITY ATTORNEY'S REPORT

15. ADJOURNMENT

9:21 PM.

APPRAISAL REPORT



10.0± ACRES OF LAND

East Volusia Mosquito Control Site
801 South Street
New Smyrna Beach, FL 32168

PREPARED FOR

City of New Smyrna Beach
C/O Mr. Arvin Weese
Airport Manager
602 Sky Line Drive
New Smyrna Beach, FL 32168

AS OF

October 25, 2024

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

November 1, 2024

Mr. Arvin Weese
Airport Manager
City of New Smyrna Beach
602 Skyline Drive
New Smyrna Beach, FL 32168

Dear Mr. Weese:

In accordance with your request, we hereby submit an ***Appraisal Report*** on the following property:

10.0± ACRES OF LAND
EAST VOLUSIA MOSQUITO CONTROL SITE
801 SOUTH STREET
NEW SMYRNA BEACH, FL 32168

The purpose of the appraisal is to form an opinion of *Market Value* for the above-referenced property *"As If Unimproved",* to a single purchaser on a cash equivalent basis, assuming a reasonable marketing period. The appraisal is of the land only and does not include any structural or site improvements. This property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements. The intended use of the appraisal report is to assist the client in establishing a current rental adjustment. The intended user is the *City of New Smyrna Beach*, c/o Mr. Arvin Weese.

After careful investigation, it is our opinion the estimated ***"As If Unimproved"*** Market Value of the Fee Simple Estate of the subject property as of October 25, 2024, was:

ESTIMATED MARKET VALUE "AS IF UNIMPROVED"

ONE MILLION TWO HUNDRED TWENTY THOUSAND DOLLARS

($1,220,000)

Note: The subject has been appraised subject to a Hypothetical Condition. Please refer to Page 2 for this condition.

The valuation analysis contained within the appraisal report is intended to adhere to the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the client's supplemental appraisal requirements. Furthermore, the appraisers have complied with the competency provision under the Uniform Standards of Professional Appraisal Practice.

It should be noted that "this appraisal assignment was not made, nor was the appraisal rendered, on the basis of a requested minimum valuation. Furthermore, our compensation is not contingent upon the reporting of a predetermined value, or direction in value, that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.*

If you should have any questions concerning this report, please do not hesitate to contact our office.

Respectfully submitted,

HEFFINGTON AND ASSOCIATES, LLC

*R. Todd Heffington
Cert Gen RZ 2368

Martin J. Concannon
Cert Gen RZ 907

RTH:MJC/jd

TABLE OF CONTENTS

INTRODUCTION
CERTIFICATION ..... -1-
HYPOTHETICAL CONDITIONS, ASSUMPTIONS AND LIMITING CONDITIONS ..... -2-
EXECUTIVE SUMMARY ..... -5-
SUBJECT PHOTOGRAPHS ..... -6-
PURPOSE OF THE APPRAISAL ..... -8-
MARKET VALUE DEFINITION ..... -8-
EFFECTIVE DATE/DATE OF VALUE ..... -8-
INTENDED USE OF THE REPORT ..... -8-
INTEREST VALUED ..... -8-
LEGAL DESCRIPTION ..... -8-
THREE YEAR SALES HISTORY ..... -8-
REAL PROPERTY TAX ASSESSMENT ..... -9-
IDENTIFICATION OF THE SUBJECT PROPERTY ..... -9-
LAND USE PLANNING, ZONING, CONCURRENCY ..... -9-
SCOPE OF WORK ..... -9-

DESCRIPTION OF REAL ESTATE APPRAISED
NEIGHBORHOOD MAP ..... -11-
DESCRIPTION OF THE MARKET AREA ..... -12-
BUSINESSES LOCATED AROUND THE AIRPORT ..... -19-
AIRPORT DIAGRAM ..... -20-
ESTIMATED EXPOSURE TIME ..... -22-
FLOOD MAP ..... -23-
TOPOGRAPHICAL SURVEY ..... -24-
DESCRIPTION OF THE SITE ..... -25-
ZONING MAP ..... -26-
HIGHEST AND BEST USE ANALYSIS ..... -27-

SALES COMPARISON APPROACH ..... -29-
COMPARABLE SALES SUMMARY CHART ..... -30-
COMPARABLE LOCATION MAP ..... -31-
DESCRIPTIVE WRITE-UPS OF COMPARABLES ..... -32-
COMPARABLE SALES/LISTING ADJUSTMENT GRID ..... -36-
ANALYSIS OF THE COMPARABLE SALES ..... -37-
FINAL OPINION OF VALUE ..... -38-

ADDENDA
ENGAGEMENT EMAIL
PROPERTY APPRAISER'S RECORD CARD(S)
I-3, LIGHT INDUSTRIAL ZONING ORDINANCE
AIRPORT MASTER PLAN MAP
LEGAL DESCRIPTION
QUALIFICATIONS OF THE APPRAISERS

CERTIFICATION

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

1. To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the subject property, or the parties involved, that is the subject of this appraisal report.
4. I have no personal interest or bias with respect to the subject matter of this appraisal report nor the parties involved. My employment is not contingent on the amount reported.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusion were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice.
8. I have made a thorough inspection and careful investigation of the property herein described.
9. Martin J. Concannon, Cert. Gen. RZ 907, provided professional assistance in the data collection, writing, and preparation of this appraisal report. The analysis and value conclusions were a joint effort.
10. This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. That, as of the date of this report, the undersigned has completed the requirements of the continuing education of the Appraisal Institute and is currently certified as a General Real Estate Appraiser by the State of Florida.
13. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisals (Florida Statutes, Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida related to review by the Florida Appraisal Board.
14. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I, R. Todd Heffington, MAI, am currently certified under this program.
15. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Martin J. Concannon
Cert. Gen. RZ 907
☑ Did ☐ Did Not
Inspect Property

R. Todd Heffington, MAI
Cert. Gen. RZ 2368
☐ Did ☑ Did Not
Inspect Property

HYPOTHETICAL CONDITIONS

1. The subject property has been appraised "As If Unimproved" at the client's request. This is a hypothetical condition that could have an affect on the value estimate provided herein.

   A Hypothetical Condition is one that is contrary to what exists but is supposed for the purpose of analysis. Hypothetical Conditions assume conditions contrary to know facts about physical, legal or economic characteristics of the subject property. A Hypothetical Condition may be used in an assignment only if; use of the Hypothetical Condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; use of the Hypothetical Condition results in a credible analysis; and the appraiser complies with the disclosure requirements set forth in USPAP for Hypothetical Conditions. The Dictionary of Real Estate Appraisal Fourth Edition, Appraisal Institute.

EXTRAORDINARY ASSUMPTION

1. None

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is intended to comply with the Scope of Work requirements enacted on July 1, 2006, by the Uniform Standards of Professional Appraisal Practice.

2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. The appraisers are not experts in engineering or construction and are not licensed construction contractors.

7. It is assumed that there are no hidden or unapparent conditions on the property, subsoil, or structures that render it more or less valuable but are not apparent. This appraiser can assume no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all federal, state and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumptions that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the results of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with requirements of the Americans with Disabilities Act ("ADA") which became effective January 26, 1992. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good skillful manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualifications and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraiser.

19. The appraiser, by reason of this report, is not required to give testimony or attend court or any governmental hearing with reference to the property in question, unless arrangements have been previously made, therefore.

EXECUTIVE SUMMARY

Property Type:	Unimproved Industrial Land
Property Location:	801 South Street, New Smyrna Beach, Volusia County, Florida, 32168
Current Owner(s) of Record:	City of New Smyrna Beach
Parcel No(s):	The subject site consists of the exiting parcel now occupied by the County of Volusia (Mosquito Control Facility) and an adjoining parcel
Parcel Nos.	7340-01-00-0022 7340-01-00-0010 (part of)
Brief Legal Description:	Lengthy; please refer to a legal description presented in the Addenda of this report.
Property Rights Appraised:	Fee Simple
Effective Date/Date of Report:	October 25, 2024/November 1, 2024
Site Size:	10.0± Acres; 435,600± Sq. Ft.
Improvements:	Volusia County Mosquito Control Facility (the improvements were not given any consideration in this report)
Zoning:	I-3, Industrial Park but governed by the Airport Master Plan, City of New Smyrna Beach. The Master Plan permits uses related to aviation and possibly some non-aviation use in conjunction with an aviation use.
FLU Designation:	Industrial
Highest and Best Use: "As If Vacant":	Light Industrial, i.e., aviation related with some non-aviation related uses possible
Market Value Opinion:	$1,220,000
Cost Approach - Income Approach - Direct Sales Approach -	Not Processed Not Processed $1,220,000
Flood Zone:	Zone "X", Shaded Zone "X", and Zone "AE", F.I.R.M. Map #12127C0540J, dated September 29, 2017. The exact determination should be made by a surveyor.

SUBJECT PHOTOGRAPHS - 1

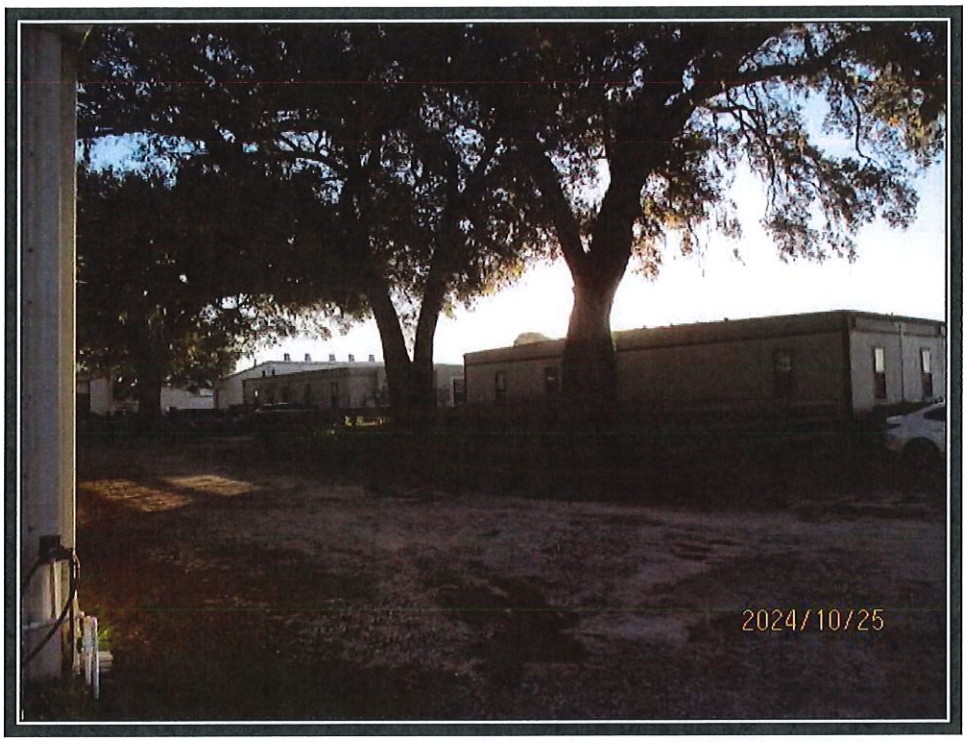


VIEW OF MOSQUITO CONTROL SITE
AND PROPOSED EXPANSION AREA



VIEW OF SOUTHWEST CORNER OF MOSQUITO CONTROL SITE
LOOKING TOWARDS THE AIR FIELD

SUBJECT PHOTOGRAPHS - 2



VIEW OF EXISTING MOSQUITO CONTROL IMPROVEMENTS
(NOT GIVEN ANY CONSIDERATION IN VALE ESTIMATE)



VIEW OF SOUTH STREET LOOKING EAST
SUBJECT ON RIGHT

PURPOSE OF THE APPRAISAL

The *purpose* of the appraisal is to form an opinion of Market Value of the subject property ***"As If Unimproved"***. The property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements.

MARKET VALUE DEFINITION

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

EFFECTIVE DATE OF VALUE/ DATE OF THE APPRAISAL

The *effective date* of the appraisal is October 25, 2024. The *date* of the report is November 1, 2024.

INTENDED USE AND INTENDED USER OF THE APPRAISAL

The intended use of the appraisal report is to assist the client in establishing a current rental adjustment. The intended user is the *City of New Smyrna Beach*, c/o Mr. Arvin Weese.

INTEREST VALUED

The subject property is appraised as a Fee Simple Estate. As defined in the Dictionary of Real Estate Appraisal published by the American Institute of Real Estate Appraisers, a Fee Simple Estate is the *"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."*

BRIEF LEGAL DESCRIPTION

Lengthy; please refer to the Addenda of this report for a current legal description.

THREE YEAR SALES HISTORY

Based on a review of the public records, it does not appear as if the subject property has transferred within the last three years. The subject property is not currently listed for sale.

REAL PROPERTY ASSESSMENT

The subject property is owned by the City of New Smyrna Beach. Municipally owned real property is exempt from paying real property taxes.

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject property consists of 10.0± acres of land located on the south side of South Street and the north side of the Municipal Airport in New Smyrna Beach, Florida. A portion of the site is improved with a Volusia County Mosquito Control facility. The improvements located on the site were not given any consideration in the value estimate provided herein.

LAND USE PLANNING, ZONING, CONCURRENCY

The subject site is zoned I-3, Industrial Park, and has a Future Land Use designation of Industrial. However, these classifications would be subject to the Municipal Airport's Master Plan, which calls for aviation use with the possibility of some non-related aeronautical uses. The City's Land Development Regulations requires the Airport to remain compliant to the uses described within in its approved Master Plan. The airport's Master Plan land usage consists of aeronautical and possibly some non-aeronautical uses if related to an aeronautical use.

The I-3, Industrial Park zoning classification calls for a minimum site size of 37,500 square feet, a 250 foot depth and 150 foot width. A copy of the I-3, Industrial Park zoning ordinance is presented in the Addenda of this report.

SCOPE OF WORK

Scope of Work is defined as the type and extent of research and analyses in an appraisal or appraisal review assignment. In order to produce a credible assignment, the appraisal work and analysis included:

* physically identifying the subject property as well as the surrounding market area;
* an analysis of regional and market area trends, including social, economic, governmental and environmental influences;
* an analysis of general value influences in the subject's competitive market;
* research of applicable tax data and physical characteristics;
* an analysis of the highest and best use of the subject property, which considered pertinent variables, such as property characteristics, zoning, future land use, and support facilities, as well as exposure time; and
* application of the Direct Sales Comparison Approach to arrive at an indication of value for the subject site "As If Unimproved."

Careful consideration was given to the applicability of each of the three approaches to value in this report. The subject of this appraisal assignment comprises the valuation of a large, vacant industrial site. The highest and best use of the site is considered to be for light industrial use related to aviation with the possibility of some non-related aeronautical use.

In this case, only the Direct Sales Comparison Approach will be processed to form an opinion of Market Value, which is considered most credible when appraising land suitable for light industrial development (aviation related). Sufficient data was available in order to be reconciled into a final valuation estimate for the subject property.

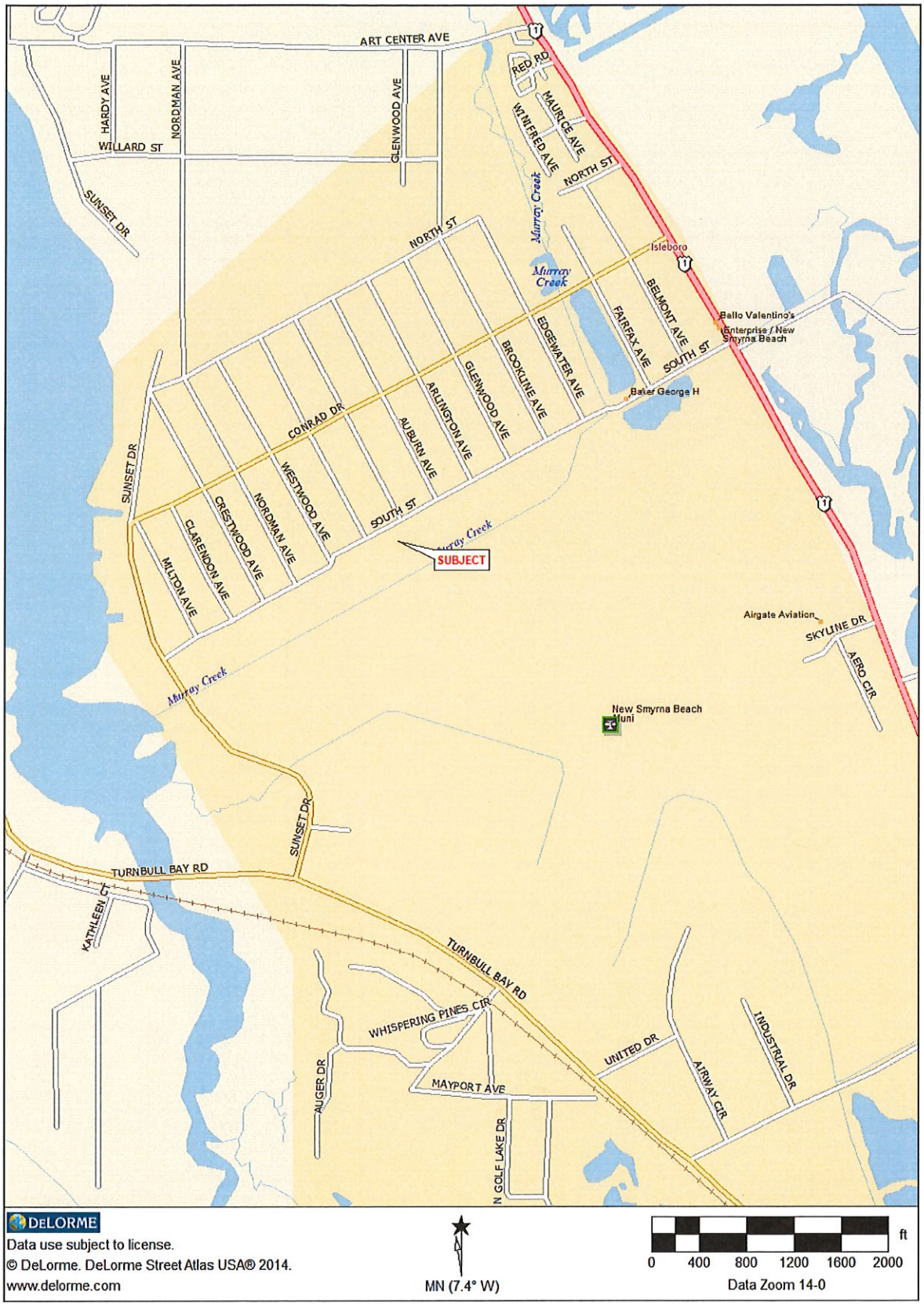
In this case, the Cost and Income Approaches were not processed. The absence of these approaches are not intended to mislead the client. The subject site is leased from the City of New Smyrna Beach to the County of Volusia. This is a ground lease that commenced on August 31, 2021 and terminates on August 31, 2026. There are four, 5 year renewal options. An appraisal of the property is required every 5 years to determine a market rate for the property. The lease rate is 12 percent of appraised value for each five year term.

The process of collecting data involved a search of the market area for comparable sales, listings and contracts of large industrial sites. The search was made using data from the Volusia County Property Appraiser's Office, the Clerk of the Circuit Court Official Record Books, the Multiple Listing Services, CoStar Research, conversations with local Realtors, LoopNet, etc.

Martin J. Concannon, Cert Gen RZ 907, provided significant professional assistance in the preparation of this appraisal report. The assistance included sales research, valuation analyses, property inspection, and assistance in the writing of the appraisal report. The analyses, valuations, and conclusions were a joint effort between R. Todd Heffington, MAI, and Martin J. Concannon.

This ***Appraisal Report*** sets forth a condensed analysis of the subject property, comparable data, and analyses. This report is considered to be consistent with the needs of the client and the intended use stated in this report.

NEIGHBORHOOD MAP



BRIEF METRO, CITY & NEIGHBORHOOD OVERVIEW

The subject property is located in the City of New Smyrna Beach, Volusia County, Florida. New Smyrna Beach is part of the Deltona-Daytona Beach-Ormond Beach Metropolitan Statistical Area (MSA) in East Central Florida. The Deltona-Daytona Beach-Ormond Beach MSA includes both Volusia and Flagler Counties.

According to the latest U.S. Census Bureau estimates, the subject's metropolitan area population grew from 670,869 in July 2020 to 705,897 in 2022, an increase of 5.2 percent.

Recent unemployment rates for the Deltona-Daytona Beach-Ormond Beach MSA are shown below:

August	2024	4.1% (pending)
July	2024	4.2%
June	2024	4.0%
May	2024	4.0%
May	2024	3.3%
April	2024	3.6%
March	2024	3.7%
February	2024	3.7%
January	2024	3.7%
December	2023	3.4%
November	2023	3.5%
October	2023	3.5%
September	2023	3.5%

Source: U.S. Bureau of Labor Statistics, data extracted on September, 2024

The Volusia/Flagler area is best known for its tourism industry, which attracts millions of visitors each year. Motorsports dominate the area, with several race track venues as magnets. The best known is Daytona International Speedway, where the headquarters of NASCAR is located. Other racing venues include New Smyrna Speedway and Volusia Speedway Park. Other motorsports events include Daytona Beach Bike Week, a massive biker rally that occurs in March with a smaller rally in October, along with several classic car shows throughout the year. The main natural attraction for tourists are the beaches of Volusia and Flagler Counties, with Daytona Beach, Flagler Beach, New Smyrna Beach, and Ormond Beach being the largest draws. Summer is usually the High Season for beach tourism in this area.

Limited-access highways in the Volusia-Flagler area include Interstate 95, the main highway through the area, which connects with Jacksonville to the north and Miami to the south; and Interstate 4, which has its eastern terminus at I-95 in Daytona Beach, and travels west to connect with Orlando and eventually to Tampa on the west coast of Florida. Major surface highways include US Highway 17 and US Highway 92.

The Greater Daytona Beach Area's year-round tourism has historically underwritten the area's overall economic strength. The Daytona Beach area boasts one of only a few beaches where driving and parking are allowed.

Tourism subsided significantly during the Great Recession, and then rebounded in the following years until subsiding again with the advent of the pandemic in March 2020. The renovation and expansion of the Daytona International Speedway, the development of the adjacent entertainment complex, One Daytona, and their ripple effect on other new construction and large renovation projects in the area has improved the competitive standard of the area's hotel inventory. This in turn continued to boost tourism, supporting an optimistic outlook on the local economy until the pandemic was announced in March 2020.

Amid the unprecedented tourism impact of the pandemic worldwide, Volusia County attracted 7.2 million visitors in 2020, a 28% decline from the 10 million recorded for pre-pandemic 2019. COVID-19 ended a decade of record-setting tourism numbers in Florida, including a record 10.2 million visitors to Volusia in 2018, with the industry seeing a 34% drop in visitors statewide in 2020 compared to the prior year. However, visitors to Volusia County increased dramatically in 2021 and 2022.

The number of visitors to Volusia County over the past eleven years is shown below. Flagler County does not currently track the number of its visitors.

Visitors to Volusia County

2022	10.6 M
2021	9.9 M
2020	7.2 M (pandemic)
2019	10.0 M
2018	10.2 M
2017	10.1 M
2016	9.8 M
2015	9.5 M
2014	9.1 M
2013	8.5 M
2012	8.3 M

Source: Daytona Beach Area Convention & Visitors Bureau

The Deltona-Daytona Beach-Ormond Beach MSA is a regional marketplace, with a diverse group of highly successful retail businesses, manufacturing plants and associations. The MSA is an integral segment of the Interstate 4 high-tech corridor, with specialized industries in aerospace, medical, manufacturing, etc. Companies and their employees profit from a relatively low cost of living, steady economic growth, and the benefits of well-planned development. They also profit from available labor, economic growth, training and quality public services.

The subject is located in Volusia County, which is situated on the east central coast of Florida and comprises an area of approximately 1,207 square miles. The area is located approximately 50 miles northeast of Orlando, 140 miles northeast of Tampa/St. Petersburg, 260 miles north of Miami, and 90 miles south of Jacksonville. The county is convenient to all portions of the state via the excellent interstate highway system including Interstate 95 and Interstate 4.

Other racing venues include New Smyrna Speedway and Volusia Speedway Park. Other motorsports events include Daytona Beach Bike Week, a massive motorcycle rally that occurs in March with a smaller rally in October, along with several classic car shows throughout the year. The main natural attraction for tourists is the beaches of Volusia and Flagler Counties, with Daytona Beach, Flagler Beach, New Smyrna Beach, and Ormond Beach being the largest draws. Summer is usually the High Season for beach tourism in this area.

The Daytona Beach area boasts one of only a few beaches where driving and parking are allowed. The metro area has 23 miles of beach. This area attracts over 10 million visitors annually.

Volusia County and the Greater Daytona Region benefit from a location on the I-4 Corridor, as one of the strongest regions in Florida for population growth. Volusia County's geography and resources stand out for both small and large businesses for relocations and expansions alike.

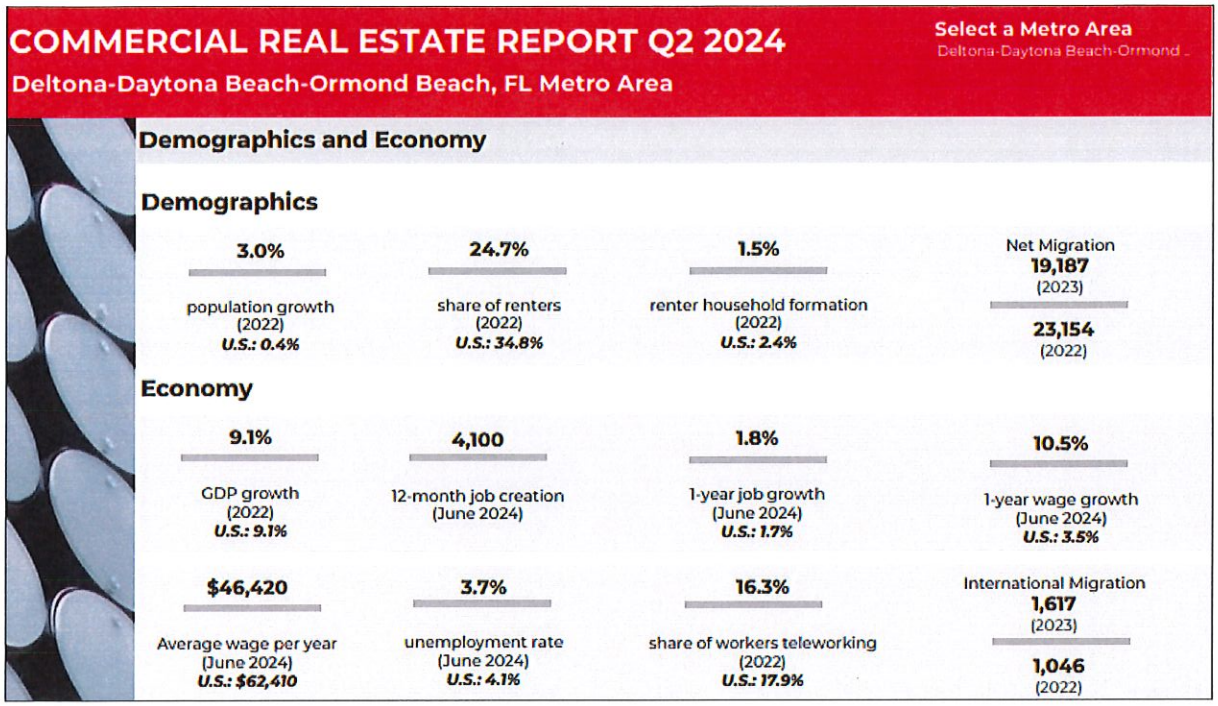
There are a few key industry sectors that drive the heart of economic development in the Greater Daytona Region, setting the scene for interest across all industries, attracted by a vibrant and multifaceted business community. These key industries include Logistics, Manufacturing, Aviation, Aerospace, and Innovation.

Geographic strengths stand out for Volusia County in relation to the logistics industry. At the crossroads for the I-4 Corridor and I-95, located between JaxPort and Port Canaveral, with commercial rail lines moving through the area, Volusia County has several mega distribution centers, including two Amazon distribution centers, moving goods and services across the Southeast.

Manufacturing is another strong sector in Volusia County. Building upon an existing base of over 400 manufacturers, from boat manufacturing to medical devices, from Boston Whaler to B. Braun Medical, Inc., this cluster spans a host of manufacturing types, and benefits from a robust workforce training and education sector, including the Advanced Technology College at Daytona State College.

Rounding out the economic growth picture is Aviation, Aerospace, and Innovation. Florida's High-Tech Corridor is filled with relocations and expansions of leading-edge companies. Volusia County's proximity to Cape Canaveral and strategic location on the northern point of the Space Triangle, along with being the home to seven (7) institutions of higher learning including Embry-Riddle Aeronautical University, are foundational to the County's unique viability with the Aviation and Aerospace sector.

The National Association of Realtors (NAR) *Commercial Real Estate Metro Market Report 2024, Q2* for the Deltona-Daytona Beach-Ormond Beach metropolitan statistical area compares demographic and economy figures for the subject's MSA to the United States on the following table.



As can be seen, the subject's MSA outperformed the United States as to population growth, one-year job growth, one-year wage growth, and the unemployment rate. Both the subject MSA and the United States had the same GDP growth of 9.1%. However, the subject MSA had lower average wages per year of $46,420 compared to the United States average wages of $62,410. According to the report, the subject's MSA is superior to the United States as to population growth, 1-year job growth, 1-year wage growth, and it has a lower unemployment rate.

Additionally, the same report indicates that the demand for industrial, office, retail, and multi-family *is stronger than nationwide*, as this area has a faster absorption of space. As a result, rent prices rose faster than nationwide and vacancy rates are lower in this area.

In conclusion, the subject's metro area is experiencing substantial growth across multiple sectors, making it appealing to property developers and new business. The combination of its strategic location, ongoing infrastructure improvements, and a diverse economy creates numerous opportunities for businesses and investors. It is our opinion these favorable trends will continue into the foreseeable future.

The current economic climate in the Deltona-Daytona Beach-Ormond Beach MSA is favorable. Unemployment rates are low, new construction including residential, commercial, and industrial, has been steady, and retailers/restaurateurs appear to be thriving. The downside is that current interest rates and global uncertainty may slow the economy down.

Brief City and Neighborhood Description

The City of New Smyrna Beach serves as the gateway to the historic and picturesque Indian River Intracoastal Waterway and has 13 miles of Atlantic Coast beachfront. The peninsula is bordered on the north by the Ponce DeLeon Inlet and on the south by the pristine 57,000-acre Canaveral National Seashore park. The Ponce DeLeon Inlet allows watercraft to access the Atlantic Ocean in a reasonably safe manner.

The Canaveral National Seashore Park prevents any further development of the south peninsula area and is a National Wildlife Refuge. Water sports abound, New Smyrna Beach offers some of the best surfing on the east coast of the United States and saltwater fishing that is absolutely first-class. New Smyrna Beach has been described by some as the Key West of Central Florida. Over the last ten years, New Smyrna Beach has experienced a significant increase in new development and in real property values.

New Smyrna Beach Demographic Profile

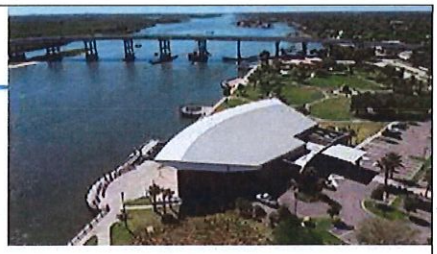


Photo credit: City of New Smyrna Beach

City Area: 41 square miles
City Hall: 210 Sams Avenue
New Smyrna Beach, FL 32168
386-410-2600 | www.cityofnsb.com

NEW SMYRNA BEACH	2020 Census	2023 Estimate	13 Year Comparison	2028 Projected
Population	30,142	32,400	30.8%	32,557
Households	14,796	15,957	32.5%	16,193
Families	7,653	9,148	30.8%	9,273
Average Household Size	2.01	1.99	-2.5%	1.97
Owner Occupied Housing Units	11,111	12,649	43.2%	13,003
Renter Occupied Housing Units	3,685	3,308	3.1%	3,190
Median Age	58.3	56.2	4.7%	57.4

Per Capita Income: $47,881

Average Household Income: $97,084

Average Home Value: $450,887

The subject's immediate neighborhood is considered to be that area bounded by South Street to the north, Industrial Park Avenue to the south, Turnbull Bay Road to the west and North Dixie Freeway (U.S. Highway No. 1) to the east. The majority of this area is taken up by the New Smyrna Beach Municipal Airport/Jack Bolt Field (EVB), the Municipal Sports Complex and the Airport Industrial Park.

North Dixie Freeway borders the majority of Municipal Airport on its easterly boundary and is the main access route to the airport. Industrial Park Avenue is a direct connect to North Dixie Freeway and Turnbull Bay Road. The north side of this route is built-up with local government facilities, i.e., the public works department, police department, and fire department. Turnbull Bay Road is a two lane urban connector roadway that provides access to the Airport Industrial Park and the New Smyrna Beach Sports Complex.

The Airport Industrial Park was developed on a site that was once owned by the City and at one time was the City garbage dump. There are twenty-three sites in the Industrial Park, the majority of which have been developed with light industrial and light manufacturing uses. The Sports Complex is improved with a football stadium, baseball stadium, 4 lighted youth baseball fields, 3 lighted softball fields, 3 lighted soccer fields, 2 lighted multi-purpose fields for football, lacrosse or soccer, the Maintenance Operations garage and offices and the Fregolle Miracle League field for special needs youth baseball.

The subject property is located in a mature neighborhood that is mostly defined by the New Smyrna Beach Municipal Airport, local government buildings, light industrial uses and the City's Sports Complex. The subject property is bordered by a light manufacturing company on its east side, unimproved land on its west side, the Municipal Airport on its south side and single family dwellings on its north side.

The Municipal Airport is considered to have a positive affect on the surrounding area. New Smyrna Beach is enjoying a favorable economic environment at this time, albeit in somewhat of a tenuous atmosphere. There has been some softening in the local economy over the last year and uncertainty is expected through 2024 due to high inflation, rising interest rates and global conflicts.

Brief Description of Airport

The Municipal Airport (EVB) occupies 770± acres of land, is owned and operated by the City and is designated as a general aviation transport airport. The airport is used by several area flight schools to conduct flight-training activities.

The airport has three intersecting runways of various lengths, the longest measuring 5,000 feet. The FAA operates a control tower at the airport 365 days a year from 0700 to 2200. Instrument takeoffs and landings are permitted. The predominant users of the airport include flight training aircraft, business aircraft, and charter aircraft.

The south end of the airport is improved with newer, general aircraft t-hangars that were built and are leased by the City of New Smyrna Beach. The airport has been averaging over 170,000 operations (take-offs and landings) annually over the last three years and provides a significant economic impact to the City of New Smyrna Beach.

Airport Operational Statistics

ATADS : Airport Operations : Standard Report

From 01/2014 To 04/2024 | Facility=EVB

		Itinerant					Local			
Facility	Calendar Year	Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	Total Operations
EVB	2014	0	2,276	53,406	14	55,696	106,013	12	106,025	161,721
EVB	2015	0	1,720	54,170	39	55,929	94,679	0	94,679	150,608
EVB	2016	0	1,850	47,300	36	49,186	82,808	6	82,814	132,000
EVB	2017	0	1,644	51,940	215	53,799	110,358	510	110,868	164,667
EVB	2018	0	1,780	51,987	41	53,808	115,187	0	115,187	168,995
EVB	2019	0	1,528	57,680	28	59,236	117,659	490	118,149	177,385
EVB	2020	0	459	52,062	11	52,532	117,025	2	117,027	169,559
EVB	2021	0	711	46,982	29	47,722	116,184	0	116,184	163,906
EVB	2022	0	956	52,653	17	53,626	109,639	473	110,112	163,738
EVB	2023	0	578	57,375	25	57,978	121,007	746	121,753	179,731
EVB	2024	0	61	20,872	8	20,941	42,013	8	42,021	62,962
Sub-Total for EVB		0	13,563	546,427	463	560,453	1,132,572	2,247	1,134,819	1,695,272
Total:		0	13,563	546,427	463	560,453	1,132,572	2,247	1,134,819	1,695,272

Aircraft based on the field: 114	Aircraft operations: avg 359/day *
Single engine airplanes: 86	65% local general aviation
Multi engine airplanes: 25	35% transient general aviation
Jet airplanes: 2	<1% air taxi
Helicopters: 1	<1% military
	<1% commercial
	* for 12-month period ending 14 August 2018

Source: AirNav.Com

The City's current Airport Administrative Office is scheduled for demolition sometime in 2024 and will be replaced by larger building that will include a pilot's lounge. There are two full service FBO providers. Airgate provides fuel (Avgas and JetA), maintenance services and ground services. Airgate also operates a commuter, freight and charter service to the Bahamas. However, it is our understanding that Airgate will be vacating the two hangars they currently occupying. Epic Aviation operates a flight school and offers aviation maintenance training in addition to fuel sales and ground service.

Other businesses operating at the airport include:

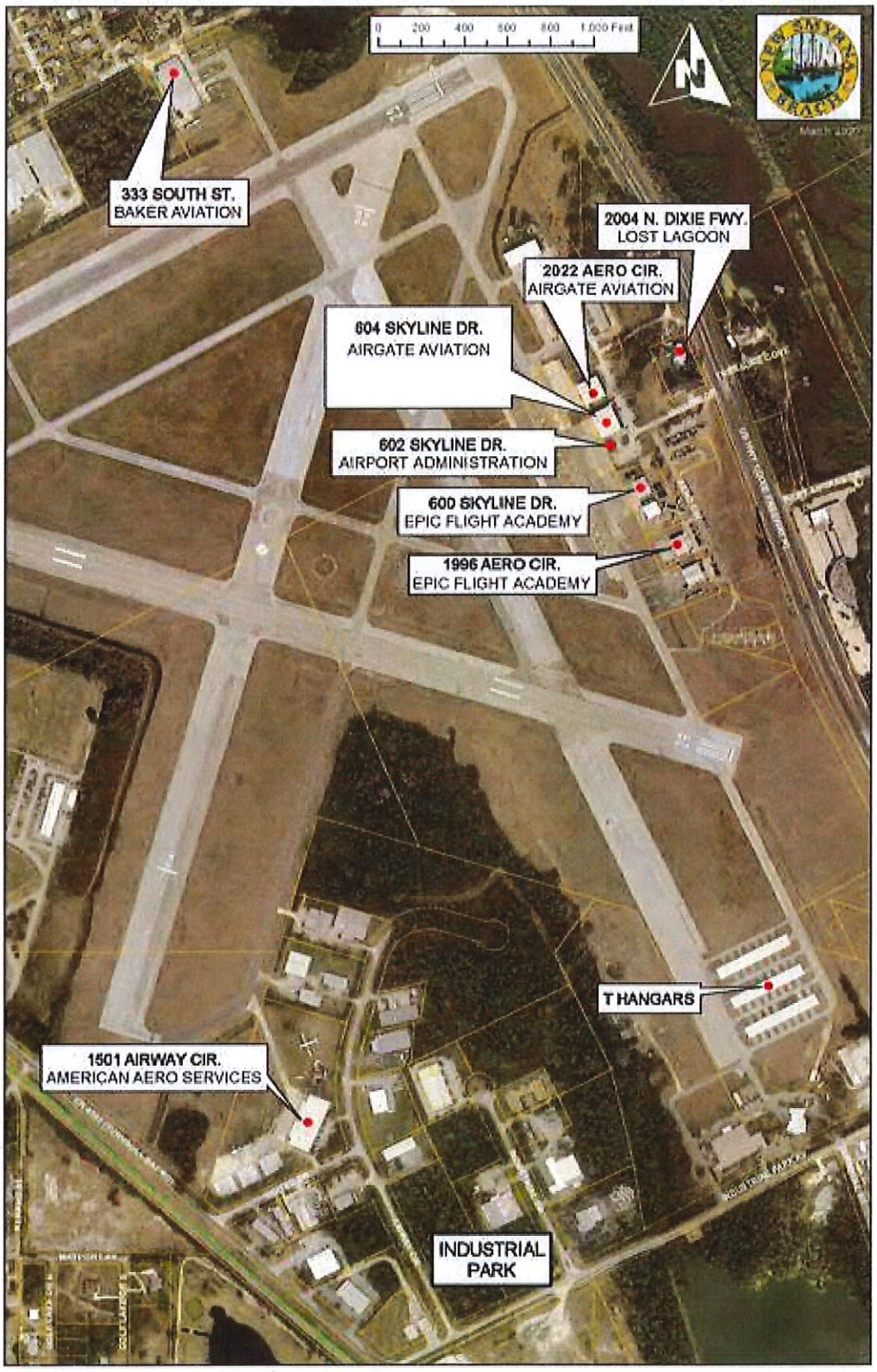
* Baker Aviation specializes in Beechcraft restoration, maintenance, inspections, and repairs. The operator provides annual inspections, dynamic propeller balancing, avionics installation, full paint shop, pick-up and delivery service, pre-purchase inspection, etc.

* American Aero Services is a restoration facility that restores and maintains warbirds, military armor, rockets, etc. The subject is located in this complex of 4 buildings.

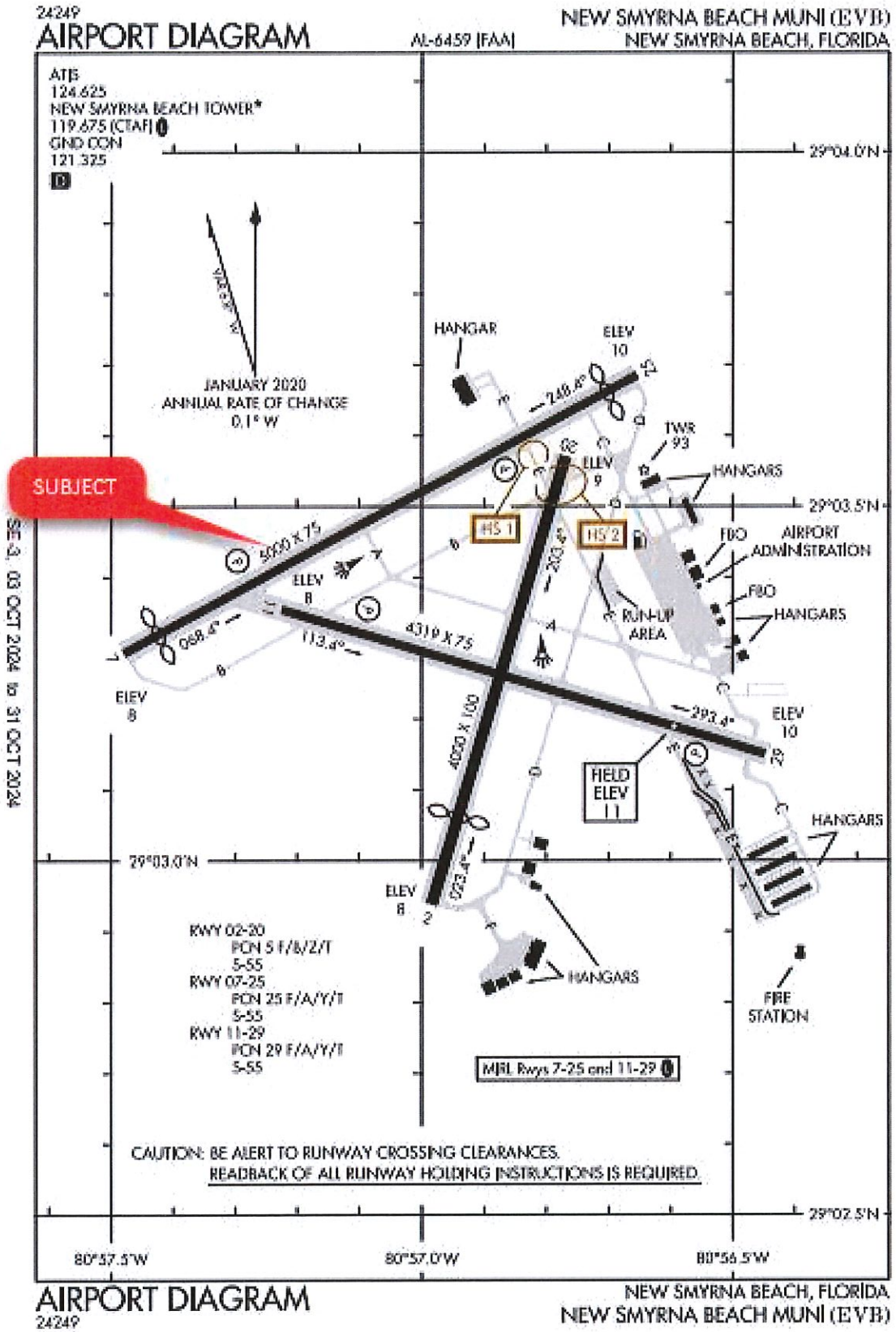
* Volusia County Mosquito Control

The airport owns T-hangar buildings, two executive hangars and 13 conventional hangars. The occupancy rate is extremely high and is generally around 100% for the T-hangars and storage hangars. It was reported to us there is a waiting list for the T-hangar bays.

BUSINESSES AT MUNICIPAL AIRPORT



AIRPORT DIAGRAM



Nearby Airports

AIRPORT	LOCATION	ILS	DISTANCE
MASSEY RANCH AIRPARK	EDGEWATER	NO	3 NM S
SPRUCE CREEK AIRPORT	PORT ORANGE	NO	8 NM NW
DAYTONA BEACH INTERNATIONAL AIRPORT	DAYTONA BEACH	YES	14 NM NW
ORMOND BEACH MUNICIPAL AIRPORT	ORMOND BEACH	NO	22 NM NW
DELAND MUNICIPAL AIRPORT	DELAND	NO	22 NM W
ORLANDO/SANFORD INTERNATIONAL	SANFORD	YES	26 NM SW
ARTHUR DUNN AIRPARK	TITUSVILLE	NO	26 NM SW

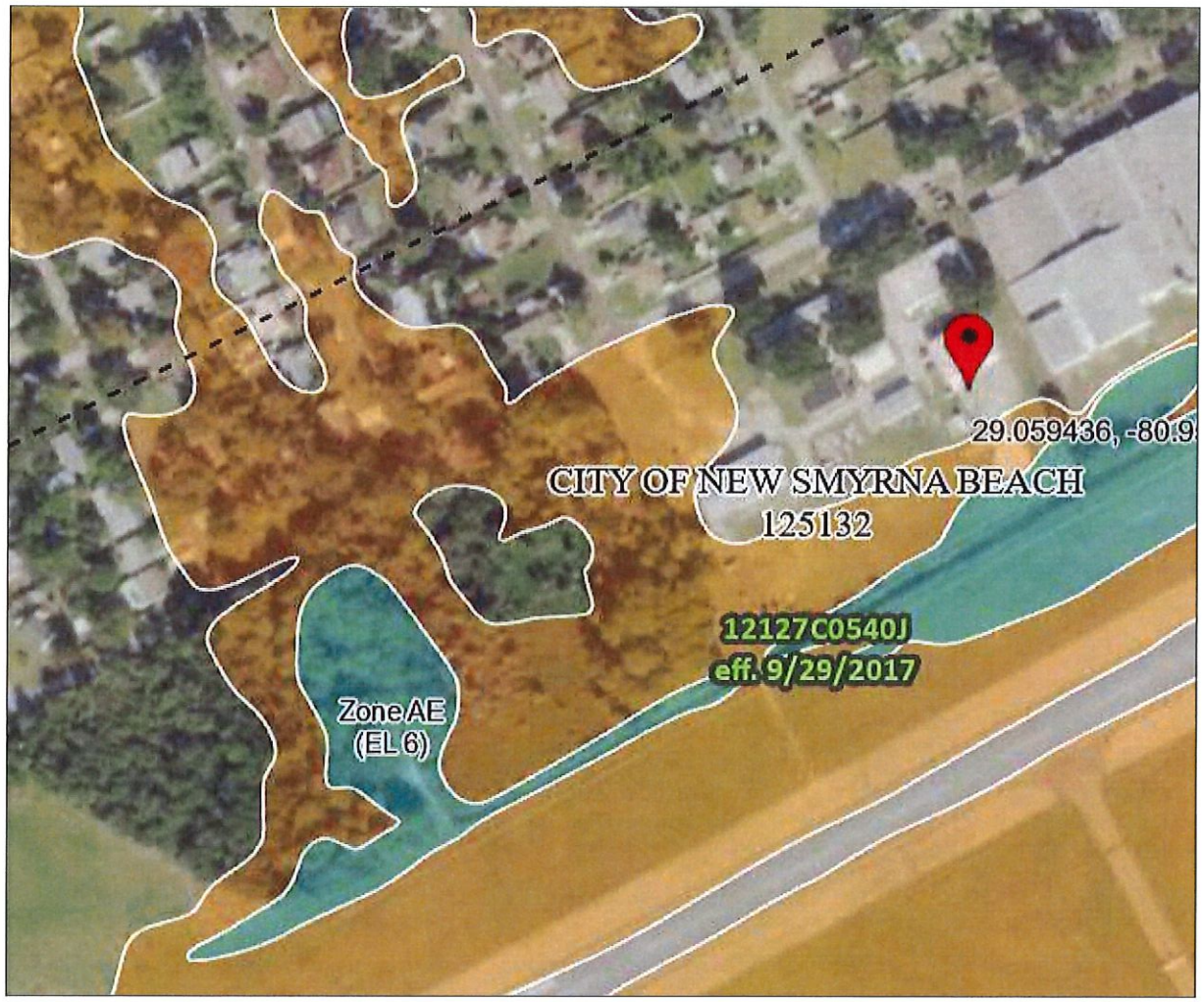
In essence, the New Smyrna Beach Municipal Airport is a thriving public airport that offers numerous services and amenities. The airport is centrally located on the Florida east coast between Orlando, Jacksonville and the Bahamas. Demand for additional hangars and aviation support appears to be strong and is expected to continue over the foreseeable future.

ESTIMATED EXPOSURE TIME

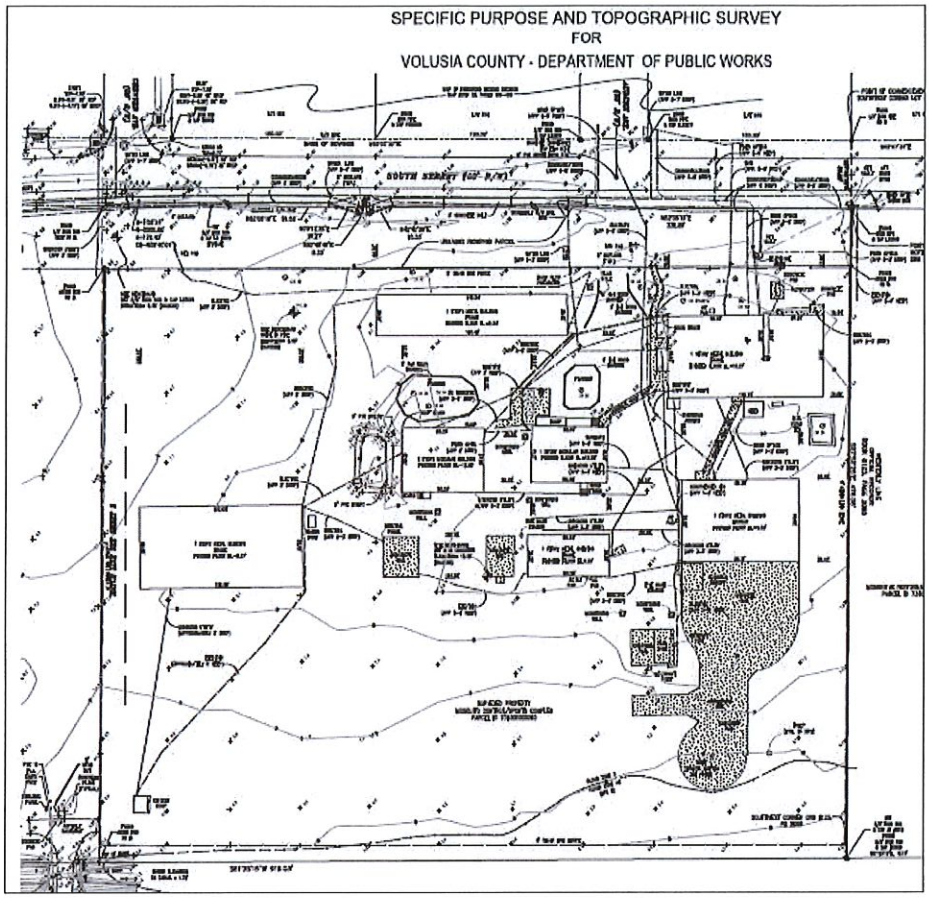
The Dictionary of Real Estate Appraisal, 3rd Edition, defines *Exposure* on page 126 as: The time a property remains on the market, or the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always considered to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.

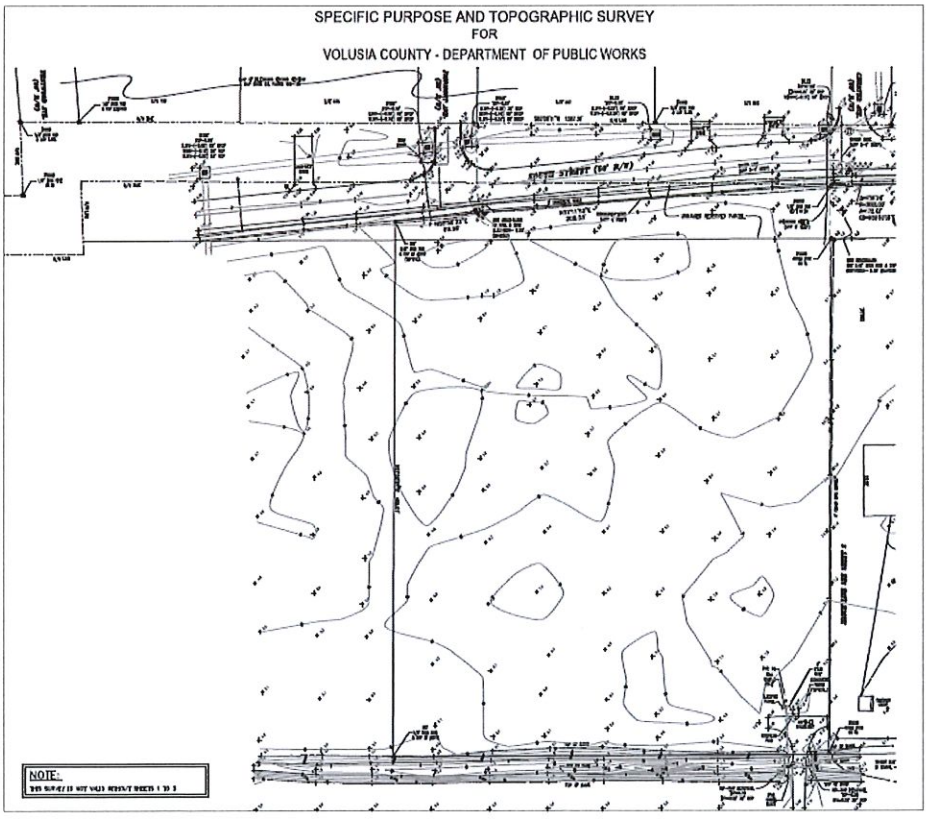
The Daytona Beach Board of Realtors Multiple Listing Service indicated that from October 25, 2023 until October 25, 2024, (one year), the average days on the market for industrial land was 527 days to closing and these properties sold at a list to sell ratio of 80.0 percent. Therefore, we feel that with effective marketing and exposure, it may be possible for the subject to transfer within 12 to 18 months at or near the appraised value estimate provided herein. This opinion also considers the subject property being placed on the market with a concentrated marketing effort by a knowledgeable and competent professional.

FLOOD ZONE MAP



TOPOGRAPHICAL SURVEY





SITE DESCRIPTION

Location, Size, and Shape

The subject site is a rectangular parcel with 925± feet of frontage South Street, 925± of frontage on a drainage canal bordering the Municipal Airport and an average depth of 465± feet. Overall, the subject site contains **10.0± acres,** or **435,600± square feet** of land area. The site is located in the northwest quadrant of the Municipal Airport. The easterly 5.0± acres is currently improved with the East Volusia Mosquito Control facility, while the westerly 5.0± acres is unimproved and wooded.

Access

Vehicular access to the subject site is by way of South Street, a two lane, asphalt paved, publicly maintained right-of-way with sidewalks and street lights. South Street provides direct access to N. Dixie Freeway just to the east of the subject. The subject site does not have TTF (through the fence access) to the Municipal Airport.

Topography And Drainage

The easterly 5.0± acres are essentially cleared with the exception of the Mosquito Control facility and some large oak trees. This portion of the site is more or less level at the grade of South Street with a slight downward slope from east to west. The westerly 5.0± acres is more level at the grade of South Street and is wooded. The entire site is bordered by a drainage canal along its southerly border. There were no apparent drainage problems observed. At the time of our inspection, there were no apparent unfavorable soil conditions found which might adversely affect the subject site. In the event soil tests or other sources should indicate detrimental soil conditions, we reserve the right to modify the value conclusions accordingly. We were not provided with an environmental assessment.

Utilities Available

Municipal water, sewer and electricity are provided by the New Smyrna Beach Utilities Commission and are located nearby. These utilities will need to be extended and/or possibly upgraded for development. Telephone and internet service are provided by publicly regulated companies. Police and fire protection are provided by the City of New Smyrna Beach These services and utilities are adequate for development and are considered commensurate with surrounding municipalities.

Flood Plain Data

Zone "X", Shaded Zone "X", and Zone "AE", F.I.R.M. Map #12127C0540J, dated September 29, 2017. The exact determination should be made by a surveyor.

Easements, Encroachments, or Restrictions

Based on plats of record, there do not appear to be any easements, encroachments, or restrictions of record that might adversely affect the subject property. Typical utility, drainage, ingress and egress easements may apply.

ZONING MAP

I - 3, INDUSTRIAL PARK, CITY OF NEW SMYRNA BEACH

(The Site is Subject to the Airport Master Plan)



HIGHEST AND BEST USE ANALYSIS

Highest and Best Use can be defined as: *"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."*[1]

A site is valued as though vacant in terms of its Highest and Best Use which may be defined as: *"The use of a property based on the assumption that a parcel of land is vacant or can be made vacant through demolition of any improvements."*[2]

The following narration highlights the process utilized in formulating a conclusion of appropriate Highest and Best Use.

1. Legally Permissible: Legal permissibility considers the effect of private restrictions, zoning ordinances, building codes, historic district controls, land use regulations or any additional governing authority.

2. Physically Possible: The test for physical possibility considers those uses from among legally permissible uses which could satisfactorily be accommodated on the subject property.

3. Financially Feasible: Is there economic or financial logic in pursuing any of the legally permissible and physically possible uses which remain?

4. Maximally Productive: Of the legally permissible, physically possible and financially feasible uses, which produces the highest land value or economic return to the land.

The foregoing process applies specifically to the Highest and Best Use of land. *"It is to be recognized that in cases where a site has existing improvements on it, the Highest and Best Use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its Highest and Best Use exceeds the total value of the property in its existing use."*[3]

As If Vacant

The Highest and Best Use of the subject property considers the physical characteristics of the land such as size, location, access to major transportation routes, availability of utilities and current trends in the market. In addition, consideration must be given to the existing zoning, potential for rezoning, surrounding development, and demand for real property in the present real estate market.

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[1] The Dictionary of Real Estate Appraisal, Second Addition, Appraisal Institute, (Chicago, IL, 1993), Page 149.

[2] Ibid., Page 149.

[3] Real Estate Appraisal Terminology, Revised Edition, Byrl N. Boyce, Ballinger Publishing Company, (Cambridge, MA, 1981), Page 127.

The category of legally permissible uses is the initial consideration in the analysis of Highest and Best use for the subject property, as if vacant. This category of legally permissible uses should include an analysis of public development regulations including current and possible future changes in zoning regulations and procedures as well as private constraints including deed restrictions, liens, easements, leases, or known encumbrances on the title of the property.

The first area to be considered in the Highest and Best Use Analysis is the subject site as if vacant and available to be put to its highest and best use. The subject property is zoned I-3, Industrial Park, by the City of New Smyrna Beach. This zoning classification permits all of the uses allowed by the I-1, Light Industrial zoning ordinance, as well as professional and business offices, light manufacturing, RV and Boat storage, etc. The minimum site size required by zoning is 37,500 square feet and a minimum of 250 feet of depth and 150 feet of width. The subject site contains a total of 10.0± acres and has 925± feet of width and 465± feet of depth. Thus, *legally*, this site can be improved with those uses permitted by the current zoning. There are no pending public developments or regulations that are likely to have an effect on the future zoning of the subject property.

Physically, the shape and size of the subject site renders it large enough to accommodate the uses legally permitted. It has sufficient size and shape to satisfy the minimum dimensional requirements and development standards imposed by zoning. The site's topography does not limit its ability to be developed with light manufacturing, distribution, warehouse storage, or business service uses. Soil conditions do not appear to be prohibitive to development. All municipal support facilities and services are available to the subject site.

The *feasible and maximally productive* use of the overall site would be one that could take advantage of its zoning classification and its physical attributes while remaining harmonious with surrounding improvements and development trends. The subject is located in an area that is built-up with light manufacturing and light industrial uses. South Street provides easy access to U.S. Hwy. 1, a principal north/south transportation route in this area. The subject parcel, because of its size, shape, and topography, is considered to be physically suitable for many of the uses allowed by zoning and the future land use.

The overall real estate market has improved considerably since the outbreak of the pandemic in 2020. There is very little vacant light industrial space in the area; and there are very few remaining undeveloped sites. Considering current market conditions, the subject's location and surrounding improvements, we believe a light industrial use would be the most feasible and maximally productive use and the highest and best use of the site, as if unimproved.

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach, or Market Data Approach as it is sometimes referred to, is an appraisal technique which utilizes recent transactions of similar comparable properties to derive an indication of value for the subject. These comparable properties are adjusted for variables to enhance their degree of comparability to the subject. Based upon those adjustments supported by market evidence, the appraisers are then able to develop a clear indication of value for the subject. This technique is particularly accurate when there is an active and normal sales market of similar properties and when the details of the transactions can be verified by reliable sources involved in the sale.

The Direct Sales Comparison Approach is based upon the principle of substitution, in that a knowledgeable buyer will not pay any more for a particular property than what it would cost to purchase a duplicate property with equal utility.

The *unit of comparison* utilized in this section of the report is based on the *selling price per square foot of land area,* which is generally recognized as the best means of relating the comparables to the subject when analyzing unimproved industrial sites.

The sales, listing and current contract represent transactions which are considered comparable properties and whose sales represent valid indications of market activity and demand for this type of property in this locale. Though these transactions demonstrate a wide range in selling price per acre of land area, they bracket the subject's features and help narrow the value range.

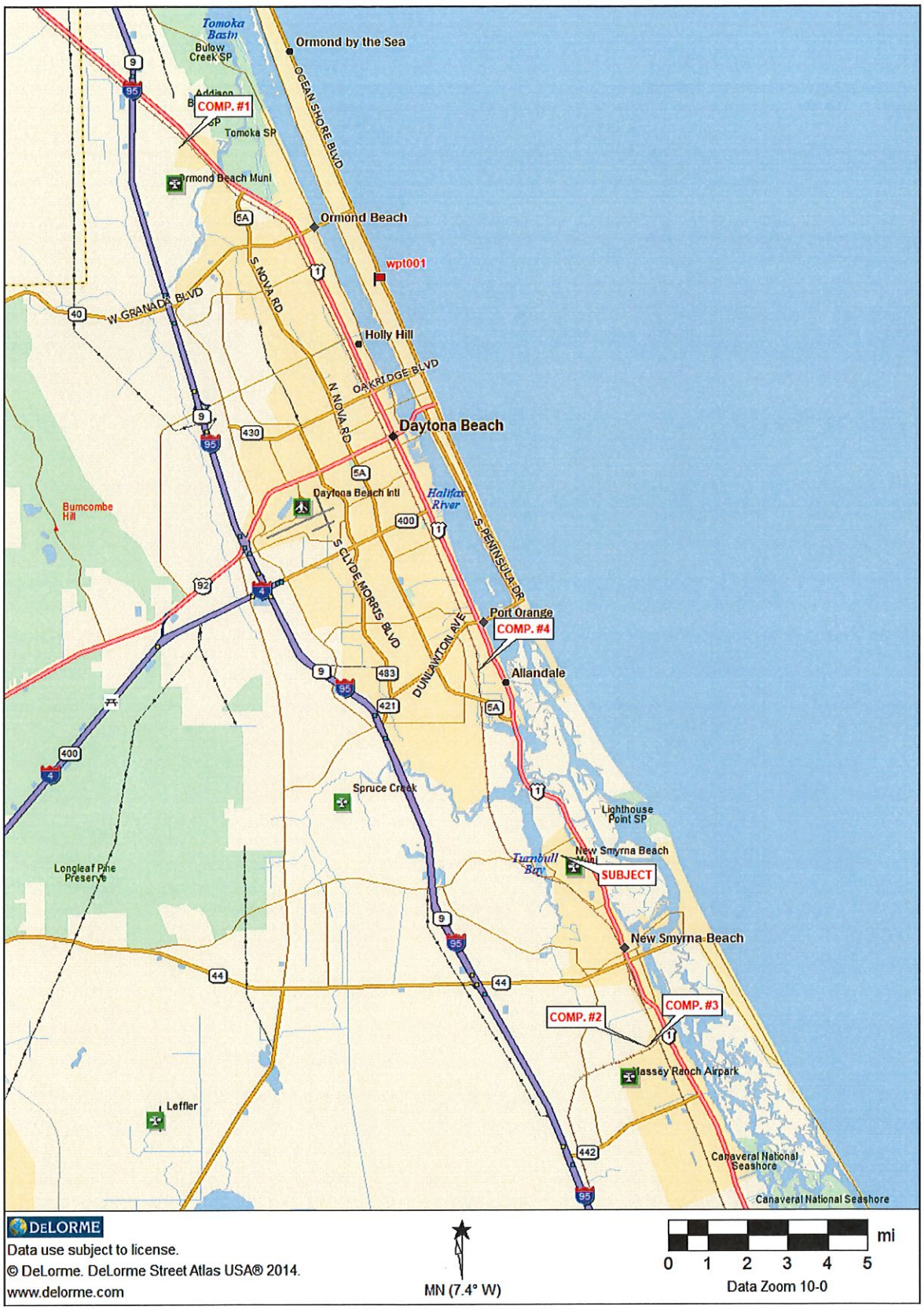
A chart summarizing each sale, a sales location map, a descriptive write-up of each comparable transaction, a grid sheet analysis depicting adjustments to each comparable for its differences with the subject and final conclusion are presented on the following pages.

COMPARABLE SALES SUMMARY CHART

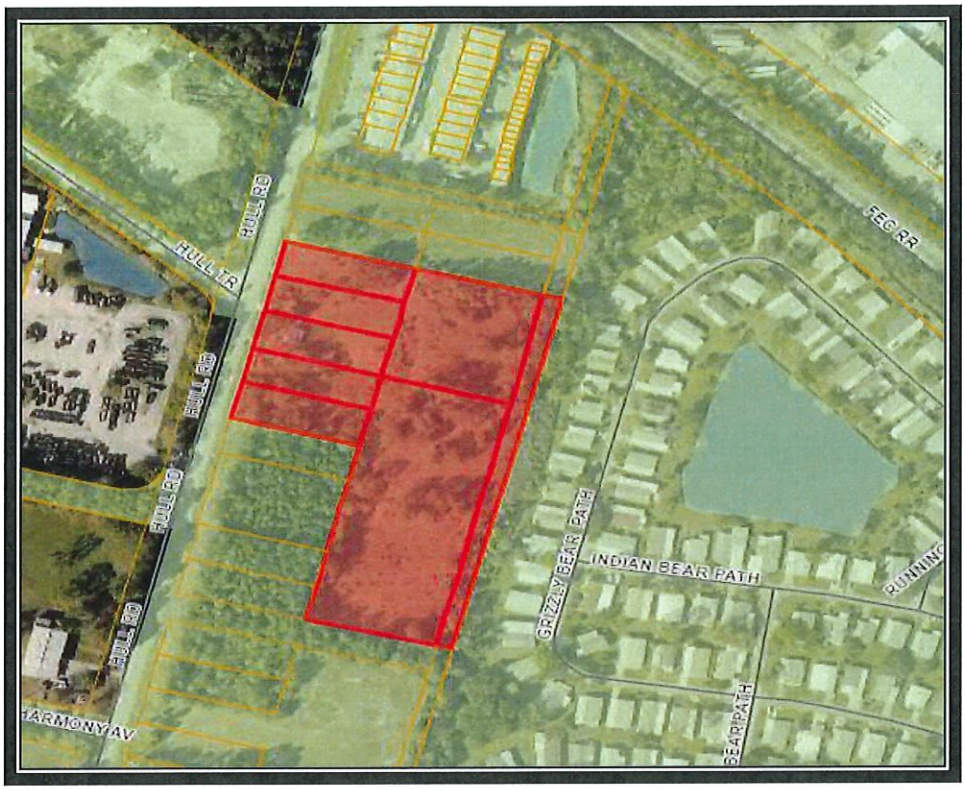
Sale No. Sale Date OR Bk/Pg	Grantor Grantee	Location	Land Size Sq. Ft.	Zoning	Sale Price	Sale Price Per Sq. Ft.
Subject	City of New Smyrna Beach N/A	801 South Street New Smyrna Beach, FL	435,600 SF	I-3	N/A	N/A
#1 09/23 8456/3318*	Hull, LLC PFI Land, LLC	861 Hull Road Ormond Beach; FL	276,606 SF	I-1	$960,000	$3.47
#2 09/22 8315/3626	J.O.D.H., Inc. Above & Beyond Storage, LLC	321 Base Leg Drive Edgewater, FL	210,830 SF	IPUD	$600,000	$2.85
#3 09/24 8607/2461	LMR Construction, Inc. HPCG, LLC	313 Base Leg Drive Edgewater, FL	65,340 SF	IPUD	$282,500	$4.32
#4 02/23 8368/4707	Induprop, Inc. Jodaron Realty, L.L.C.	4481 Eastport Parkway Port Orange, FL	205,603 SF	LI	$500,000	$2.43

* 3 Recorded Deeds

COMPARABLE SALES LOCATION MAP



COMPARABLE LAND SALE NO. 1



LOCATION	:	861 Hull Road, Ormond Beach
GRANTOR	:	Hull, LLC
GRANTEE	:	PFI Land, LLC
ORB/PAGE	:	8456/3318, 8456/3321 & 8456/3325
TAX I.D. #	:	4238-10-02-0030 & 7 Other Parcels
SALES PRICE	:	$960,000
PRICE/S.F.	:	$3.47
TERMS	:	Cash
DATE	:	09/01/2023
SITE SIZE	:	276,606± Sq. Ft./6.35± Acres
ZONING	:	I-1, Light Industrial, City of Ormond Beach
FLOOD ZONE	:	Zone "X"
CONFIRMATION	:	CoStar, listing real estate agent, public records, etc.

COMMENTS : This is the sale of a flag shaped parcel of industrial land located on Hull Road, just north of the Ormond Beach Airport. The site was partially cleared at the time of sale and all utilities are available. Hull Road is primarily built-up with industrial uses.

COMPARABLE LAND SALE NO. 2



LOCATION	:	321 Base Leg Drive, Edgewater
GRANTOR	:	J.O.D.H., Inc.
GRANTEE	:	Above & Beyond Storage, LLC
ORB/PAGE	:	8315/3626
TAX I.D. #	:	7452-22-0M-0013
SALES PRICE	:	$600,000
PRICE/S.F.	:	$2.85
TERMS	:	Cash to seller
DATE	:	09/22/2022
SITE SIZE	:	210,830± Sq. Ft./4.84± Acres
ZONING	:	IPUD, Industrial, City of Edgewater
FLOOD ZONE	:	Zone "X"
CONFIRMATION	:	CoStar, Public Records, etc.

COMMENTS : This is the sale of 4.84 acre tract of industrial land located on Base Leg Drive in the Parktowne Industrial Park in Edgewater. The site is heavily wooded and has off-site stormwater retention. The entire site contains 5.85 acres, but approximately one acre is unusable due to a drainage canal that bisects the property.

COMPARABLE LAND SALE NO. 3

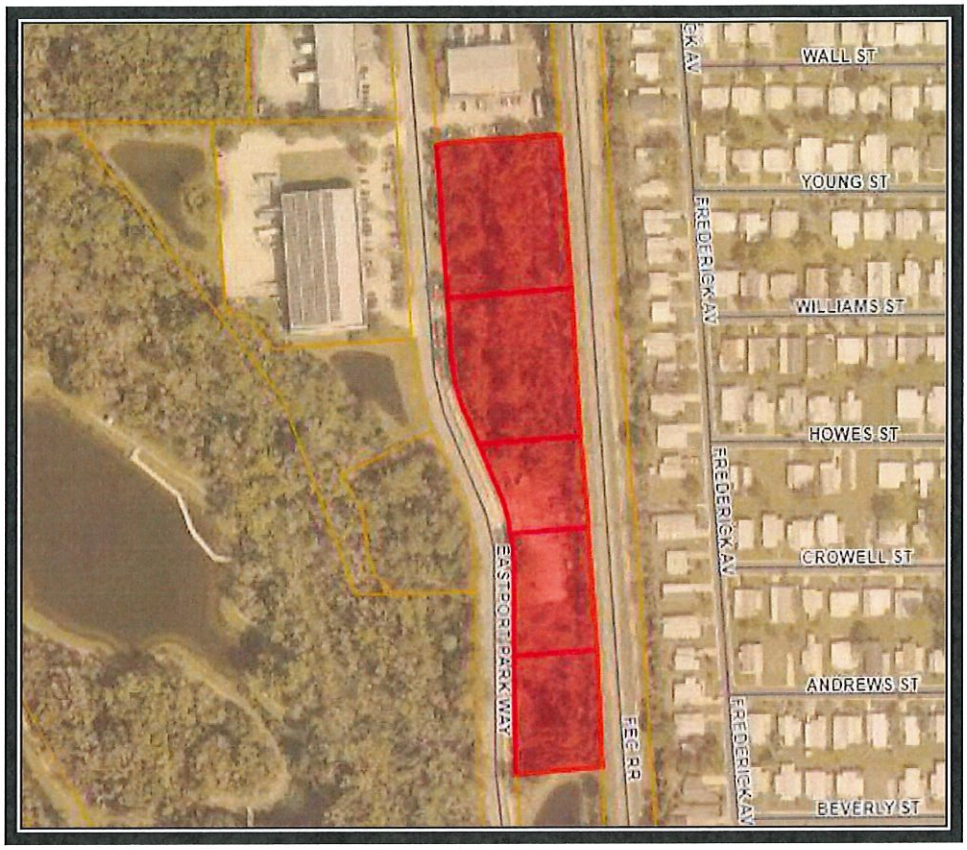


LOCATION	:	313 Base Leg Drive, Edgewater
GRANTOR	:	LMR Construction, Inc.
GRANTEE	:	HPCG, LLC
ORB/PAGE	:	8607/2461
TAX I.D. #	:	7452-22-0A-0170
SALES PRICE	:	$282,500
PRICE/S.F.	:	$4.32
TERMS	:	Cash to seller
DATE	:	09/03/2024
SITE SIZE	:	65,340± Sq. Ft./1.5± Acres
ZONING	:	IPUD, Light Industrial, Edgewater
FLOOD ZONE	:	Zone "X"
CONFIRMATION	:	Listing real estate broker, CoStar, public records, etc.

COMMENTS :

This is the sale of a 1.50 acre tract of industrial land located in the Parktowne Industrial Park in Edgewater. The site was cleared at the time of sale.

COMPARABLE LAND SALE NO. 4



LOCATION	:	4481 Eastport Parkway, Port Orange
GRANTOR	:	Induprop, Inc.
GRANTEE	:	Jodaron Realty, L.L.C.
ORB/PAGE	:	8368/4707
TAX I.D. #	:	6310-30-00-0010, 0020, 0030, 0040 & 0050 (5 parcels)
SALES PRICE	:	$500,000
PRICE/S. F.	:	$2.43
TERMS	:	Cash to seller
DATE	:	02/10/2023
SITE SIZE	:	205,603± Sq. Ft./4.72± Acres
ZONING	:	LI, Light Industrial, Port Orange
FLOOD ZONE	:	Zone "X"
CONFIRMATION	:	Public Records

COMMENTS :

This is the sale of five adjoining parcels of light industrial land located in the Eastport Business Park in Port Orange. The south end of the site is very narrow and will restrict development. Also, it is our understanding, there are several gopher turtles occupying the site that will have to be removed before any development can take place. The site is heavily wooded. This site is currently listed for sale for $800,000 or $3.89 per square foot.

COMPARABLE LAND SALES ADJUSTMENT GRID

	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	COMPARABLE NO. 4
SALES INFORMATION	801 SOUTH STREET	861 HULL ROAD	321 BASE LEG DRIVE	313 BASE LEG DRIVE	4481 EASTPORT PARKWAY
PROPERTY ADDRESS	NEW SMYRNA BEACH	ORMOND BEACH	EDGEWATER	EDGEWATER	PORT ORANGE
GRANTOR	CITY OF NEW SMYRNA BEACH	HULL, LLC	J.O.D.H., INC.	LMR CONSTRUCTION, INC.	INDUPROP, INC.
GRANTEE	N/A	PFI LAND, LLC	ABOVE & BEYOND STORAGE, LLC	HPCG, LLC	JODARON, L.L.C.
OR BK/PG	N/A	8456/3318 ET AL	8315/3626	8607/2461	8368/4707
SALE PRICE	N/A	$960,000	$600,000	$282,500	$500,000
PRICE/S.F.	**$0.00**	**$3.47**	**$2.85**	**$4.32**	**$2.43**
PRIMARY ADJUSTMENTS					
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/SF	$0.00	$3.47	$2.85	$4.32	$2.43
FINANCING	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/SF	$0.00	$3.47	$2.85	$4.32	$2.43
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/SF	$0.00	$3.47	$2.85	$4.32	$2.43
SALE DATE	N/A	09/23	09/22	09/24	02/23
ADJUSTMENT	0%	5%	10%	0%	8%
ADJUSTED PRICE/S.F.	**$0.00**	**$3.64**	**$3.13**	**$4.32**	**$2.63**
OTHER ADJUSTMENTS					
LOCATION	GOOD	GOOD	GOOD	GOOD	GOOD
ADJUSTMENT	0%	0%	0%	0%	0%
INGRESS/EGRESS	GOOD	GOOD	GOOD	GOOD	GOOD
ADJUSTMENT	0%	0%	0%	0%	0%
SIZE (S.F.)	435,600	276,606	210,830	65,340	205,603
ADJUSTMENT	0%	-9%	-13%	-21%	-13%
SHAPE	RECTANGULAR	FLAG SHAPED	RECTANGULAR	RECTANGULAR	IRREGULAR/NARROW
ADJUSTMENT	0%	5%	0%	0%	10%
TOPOGRAPHY	SLIGHTLY UNDULATING/PART. WD.	LEVEL/PARTIALLY CLEARED	LEVEL/HEAVILY WOODED	CLEARED	LEVEL/HEAVILY WOODED
ADJUSTMENT	0%	0%	5%	-5%	5%
UTILITIES	ALL AVAILABLE	ALL AVAILABLE	ALL AVAILABLE	ALL AVAILABLE	ALL AVAILABLE
ADJUSTMENT	0%	0%	0%	0%	0%
FLOOD ZONE	ZONE "X', SHADED "X" & "AE"	ZONE "X"	ZONE "X"	ZONE "X"	ZONE "X"
ADJUSTMENT	0%	-5%	-5%	-5%	-5%
ZONING	I-3, IND. PARK, WITH RESTRICTIONS	LIGHT INDUSTRIAL	I-2, & IPUD	IPUD	LIGHT INDUSTRIAL
ADJUSTMENT	0%	0%	0%	0%	0%
OTHER	N/A	N/A	OFF SITE RETENTION	OFF SITE RETENTION	OFF SITE RETENTION (-) NUMEROUS GOPHER TURTLES(-
ADJUSTMENT	0%	0%	-5%	-5%	0%
ADJUSTED PRICE/S.F.	**$0.00**	**$3.32**	**$2.57**	**$2.77**	**$2.55**
				ADJUSTED MEAN	**$2.80**

ANALYSIS OF THE COMPARABLE SALES

Percentage adjustments to the comparable sales have been made to reflect the differing characteristics. These adjustments are not supported by an exact quantitative analysis, but were based on what we believe would be the market's perception of the inferior, or superior qualities of the comparables as they relate to the subject. After listing and analyzing the comparable sales, the appraisers logically interpolated these transactions into a value estimate for the subject based upon the pertinent factors highlighted in the ensuing discussion.

We conducted a diligent search for comparable sales/listings/contracts of unimproved sites having characteristics similar to the subject. The four sales that we found are zoned for light industrial use and are located in industrial enclaves.

Comparable No. 1 is a 6.35 acre industrial site located on Hull Road in Ormond Beach. This site sold in September, 2023 for $960,000 or $3.47 per square foot. We adjusted this comparable upward for time of sale, its larger size, inferior shape, and inferior topography.

Comparable No. 2 is a 4.84 acre industrial site located on Base Leg Drive in the Parktowne Industrial Park in Edgewater. This site sold in September, 2022 for $600,000 or $2.85 per square foot. The site is heavily wooded and is bisected by a drainage canal. We adjusted this comparable upward for time of sale and its inferior topography. This site has off-site stormwater retention and a downward adjustment was made for this factor.

Comparable No. 3 is a 1.54 acre industrial site located on Base Leg Drive in the Parktowne Industrial Park in Edgewater. This site sold in September, 2024 for $282,500 or $4.32 per square foot of land area. The site was cleared at the time of sale. We adjusted this comparable downward for its smaller size, superior topography, superior flood zone rating and off-site retention.

Comparable No. 4 is a 4.72 acre industrial site located in the Eastport Business Park in Port Orange. This site sold in February, 2023 for $500,000 or $2.43 per square foot. This comparable was adjusted upward for time of sale, its irregular shape, inferior topography, and gopher turtle issues. A downward adjustment was made for its off-site stormwater retention.

The comparables indicated a range in selling price from $2.43 to $4.32 per square foot of land area. After adjustments, the comparables provided a range of value from $2.55 to $3.32 per square foot of land area. The adjusted mean value was $2.80 per square foot.

The four comparables have been considered equally, more or less, in this analysis. Based on the above information, we consider an estimate of $2.80 per square foot of land area to be reasonable and appropriate. Calculations are provided below.

435,600± Sq. Ft. @ $2.80 Per Sq. Ft. = $1,219,680

R/T $1,220,000

VALUE INDICATED BY DIRECT SALES COMPARISON APPROACH

ONE MILLION TWO HUNDRED TWENTY THOUSAND DOLLARS

($1,220,000)

FINAL OPINION OF VALUE

As discussed in the Appraisal Process, only the Direct Sales Comparison Approach was processed; therefore, the final reconciliation is limited to this approach. There were an adequate number of comparable sales that indicated a reasonable final estimate of Market Value by judging the quantity and quality of the data.

Thus, after considering all of the above information, it is our opinion the estimated Market Value of the subject site **"As Is"**, as of October 25, 2024, was:

ESTIMATED MARKET VALUE "AS IS"

ONE MILLION TWO HUNDRED TWENTY THOUSAND DOLLARS

($1,220,000)

ADDENDA

ENGAGEMENT EMAIL
PROPERTY APPRAISER'S RECORD CARD(S)
I-3, LIGHT INDUSTRIAL ZONING ORDINANCE
AIRPORT MASTER PLAN MAP
LEGAL DESCRIPTION
QUALIFICATIONS OF THE APPRAISERS

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

September 26, 2024

City of New Smryna Beach
c/o Mr. Arvin Weese
Airport Manager
602 Skyline Drive
New Smyrna Beach, FL 32168

Re: Appraisal Fee Proposal
10.0± Acres of Underlying Land (East Volusia Mosquito Control Facility)
801 South Street (Parcel #7340-01-00-0022)
New Smyrna Beach, FL 32168

Dear Mr. Weese:

In accordance with your request, we hereby submit a fee proposal to prepare a Summary Appraisal Report.

Scope of Services
Prepare a Summary Appraisal Report of the above referenced property utilizing the Direct Sales Comparison Approach. The *purpose* of the report is to form an opinion of Market Value of the subject site *"As If Vacant"*.

Fee/Time Frame
The scope of services can be completed for a total fee of **$2,600**. It will take us approximately three weeks to complete the report from the date of authorization.

Deliverables
The Appraisal Report will be presented to you and/or your representative in a pdf format. A hard copy is available upon request.

The Appraisal Report is intended to adhere to the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the client's supplemental appraisal requirements (if any).

We appreciate this opportunity to bid on this assignment. If this is acceptable, please indicate by signing below or provide us with a purchase order. If you have any questions please contact us.

As to APPRAISER
Heffington and Associates

R. Todd Heffington
Cert Gen RZ 2368

Martin J. Concannon
Cert Gen RZ 907

As to CLIENT
City of New Smryna Beach

Arvin Weese

Stay on top of sales! Recent sales data now available for viewing on our website.

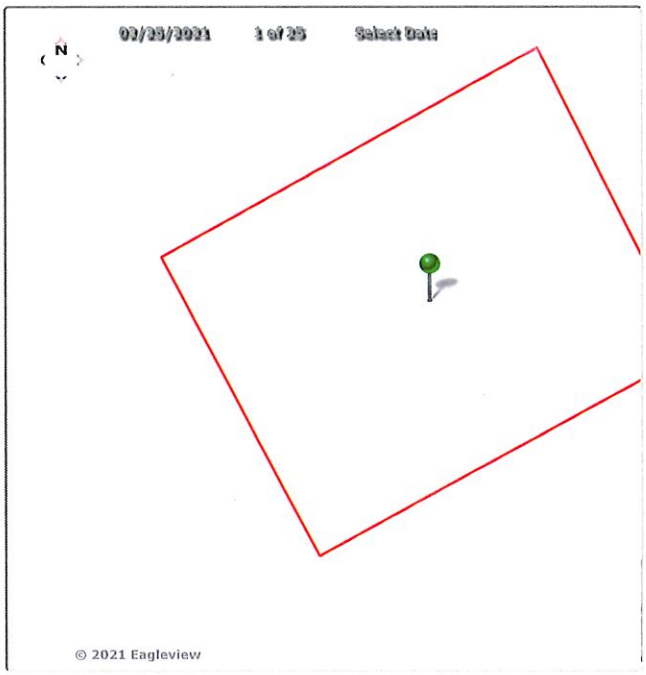
If you received property damage during Hurricane Milton, please submit a report online by clicking here.

Volusia County Property Appraiser
LARRY BARTLETT, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	8025077
Parcel ID:	734001000022
Township-Range-Section:	17 - 33 - 40
Subdivision-Block-Lot:	01 - 00 - 0022
Physical Address:	801 SOUTH ST, NEW SMYRNA BEACH 32168
Owner(s):	CITY OF NEW SMYRNA BEACH LSD TO - M - Municipal - 100% EAST VOLUSIA MOSQUITO CONTROL DISTRICT - M - Municipal - 100%
Mailing Address On File:	210 SAMS AVE NEW SMYRNA BEACH FL 32168 7040 *Update Mailing Address*
Building Count:	5
Neighborhood:	7454 - NEW SMYRNA AIRPORT INDUSTRIAL *Neighborhood Sales*
Subdivision Name:	TODD & HULL GRANT ASSESSORS SUB
Property Use:	9000 - LEASEHOLD INT
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	40-17-33 PORTION OF LOTS 1 & 2 SUB E 1/2 TODD GRANT AS DESCR IBED IN OR 3671 PG 1092 MEAS 434.3 FT ON W/L & MEAS 550 FT O N N/L



Values & Exemptions | Land & Buildings | Sales | Legal

Property Tax Bill

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value

Stay on top of sales! Recent sales data now available for viewing on our website.

If you received property damage during Hurricane Milton, please submit a report online by clicking here.

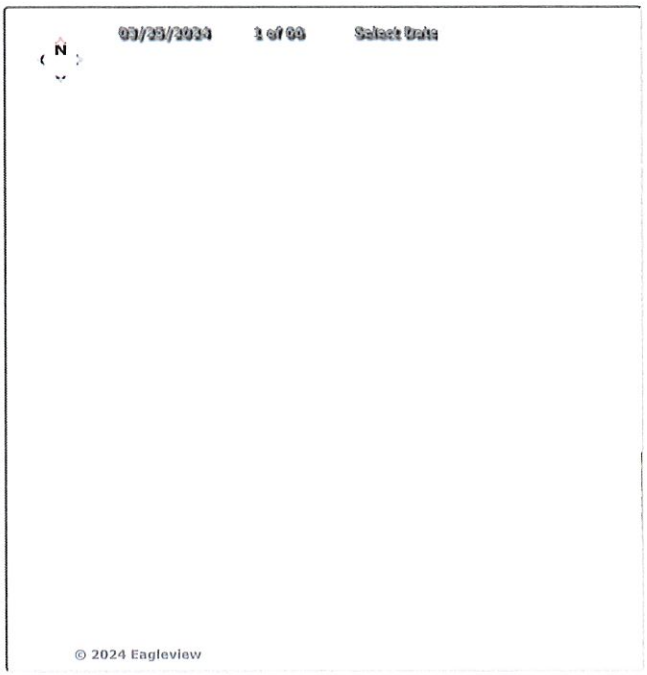
VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Select Language

Home / Parcel Summary for 3722523

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3722523
Parcel ID:	734001000010
Township-Range-Section:	17 - 33 - 40
Subdivision-Block-Lot:	01 - 00 - 0010
Physical Address:	2095 AERO CIR, NEW SMYRNA BEACH 32168
Additional Address:	Show 7 Addresses
Owner(s):	CITY OF NEW SMYRNA BEACH - M - Municipal - 100%
Mailing Address On File:	210 SAMS AVE NEW SMYRNA BEACH FL 32168 7040 *Update Mailing Address*
Building Count:	10
Neighborhood:	7454 - NEW SMYRNA AIRPORT INDUSTRIAL *Neighborhood Sales*
Subdivision Name:	TODD & HULL GRANT ASSESSORS SUB
Property Use:	8900 - MUNICIPAL
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	40-17-33 LOTS 1 2 & 3 SUB E 1/2 TODD GRANT EXC PART PER OR 1 468 PG 55 & EXC PORTION AS DESCRIBED IN OR 3671 PG 1092 MEAS 434.3 FT ON W/L & MEAS 550 FT ON N/L



Values & Exemptions

Land & Buildings | Sales | Legal

Property Tax Bill

Land Data

I-3, INDUSTRIAL PARK DISTRICT

Intent. This district is intended to provide attractive sites for planned manufacturing developments. Manufacturing assembly, processing, repairing, research, retailing of permitted uses and closely related supportive industries are permitted where all operations are performed within enclosed buildings or in open storage areas. Uses permitted in this district are subject to performance standards applying specifically to industrial park and airport operations and performance standards imposed by all other applicable governmental agencies. Open storage areas are screened to minimize adverse visual impact to other industrial park and airport operations and/or the community.

Permitted uses.

Administrative, professional and business offices associated with and/or accessory to a permitted use

Adult entertainment establishment (subject to restrictions herein)

Aerial advertising services

Airmen's clubs and societies (not permitted in industrial park)

Airports, aircraft sales, maintenance and servicing

All uses allowed in the I-1 district

Architectural, engineering, consulting and/or contracting firm offices and headquarters

Banks and related banking facilities

Blueprinting, photostating, photoengraving, photographic service, printing, publishing, bookbinding

Cafeteria or restaurant accessory to a permitted use

Facilities owned and/or operated by federal, state, county, or municipal governments, except country clubs and golf courses

Manufacturing, research, assembly, testing and repair of components, devices, equipment and systems, and parts and components as follows:

Biomedical instrumentation

Coils, tubes, semiconductors

Communication, navigation control, transmission and reception equipment, control equipment and systems

Data processing equipment and systems

Graphics, art equipment, printing and printing equipment

Guidance equipment and systems

Metering instruments and control devices

Optical devices

Phonographs, audio units, radio and television equipment

Radar, infrared and ultraviolet equipment and systems

Scientific and mechanical instruments

Testing equipment, including nondestructive types

Manufacturing, other:

Aircraft and related components

Automobile and related components

Boats and marine products and related components

Ceramic products

Clocks and watches

Electrical appliances

Farm equipment

Heating, ventilating, air-conditioning equipment

Humidifying and dehumidifying equipment

Light machinery and machine tools

Musical instruments

Optical goods

Refrigeration equipment

Screw machine products

Sheet metal products

Signs

Sporting goods

Toys

Products made from the following materials:

Aluminum

Bags, except burlap bags or sacks

Batteries

Boxes, paper-corrugated

Brass

Cans

Copper

Glass

Iron

Steel

Tin

Tools

Compounding, processing or treatment of the following:

Chemicals, noncorrosive, nontoxic

Cigarettes - cigars

Detergents

Disinfectants

Food products

Lubricating oils

Pharmaceuticals

Plastics, fiberglass

Specialty paper products

Toiletries, cosmetics, perfumes

Vitamin products

Waxes and polishes

Woodworking shops including:

Boxes

Cabinets

Custom items

Furniture

(These uses provided that if a planer, router, stitcher or moulder is operated, all doors and windows in the outside walls of the room(s) in which said machinery is located shall be kept closed while machinery is in use.)

Motorcycle safety instruction—Provided the location of such activities complies with all regulations outlined in the City Code, Chapter 22, Aviation, Article III, Airport and Airspace Training, shall be conducted wholly on Municipal Airport property, and Federal Aviation Administration approval for the use and location is granted prior to leasing of space on Municipal Airport property

Moving and storage companies

Recreational vehicles and boat storage, provided such areas are screened as required under Accessory Uses

Regional, executive or home offices accessory to a permitted use

Research and development laboratories and manufacturing as follows:

Biochemical

Chemical

Development facilities for national welfare on land, sea, and air film and photography

Medical or dental

Metallurgy

Pharmaceutical

Prohibited uses.

Abattoir

Contractors bulk materials storage yard

Fuel bulk storage yard

Grist mill

Home improvement stores

Lumber yard

Recreational or entertainment establishments of a commercial nature

Retail uses not associated with on-site manufacturing

Saw mill

Stockyard

Stonework

Adult entertainment establishment restrictions. In addition, said use shall be subject to the restrictions imposed on adult entertainment establishments in article IX of the LDR.

Accessory uses.

Any accessory use customarily incidental to a permitted principal use.

Retail sales, provided the retail sales area does not occupy more than 15 percent of the building footprint, and the retail sales area is used to display products manufactured wholly, or in part, on the site.

Storage yards, provided they are screened from vision by a six-foot fence or barrier.

Special exceptions.

Crematorium

Restaurant, type "A," "B," "C," and "D"

Development requirements. All development in an I-3, Industrial Park District, shall conform to the requirements as set forth hereinafter. For purposes of the I-3, Industrial Park District, the following definitions shall apply: The area hereinafter referred to as the "Municipal Airport" shall be defined as that certain area depicted on the Airport Property Map defined as Exhibit A under ADAP project no. 01 and 02, and any subsequently approved Airport Property Maps, and, that certain area being identified on said map as parcels A2, B2, C2, D2, and all runway, taxiway, and other adjoining setback areas otherwise not identified by cross hatching on said map. The

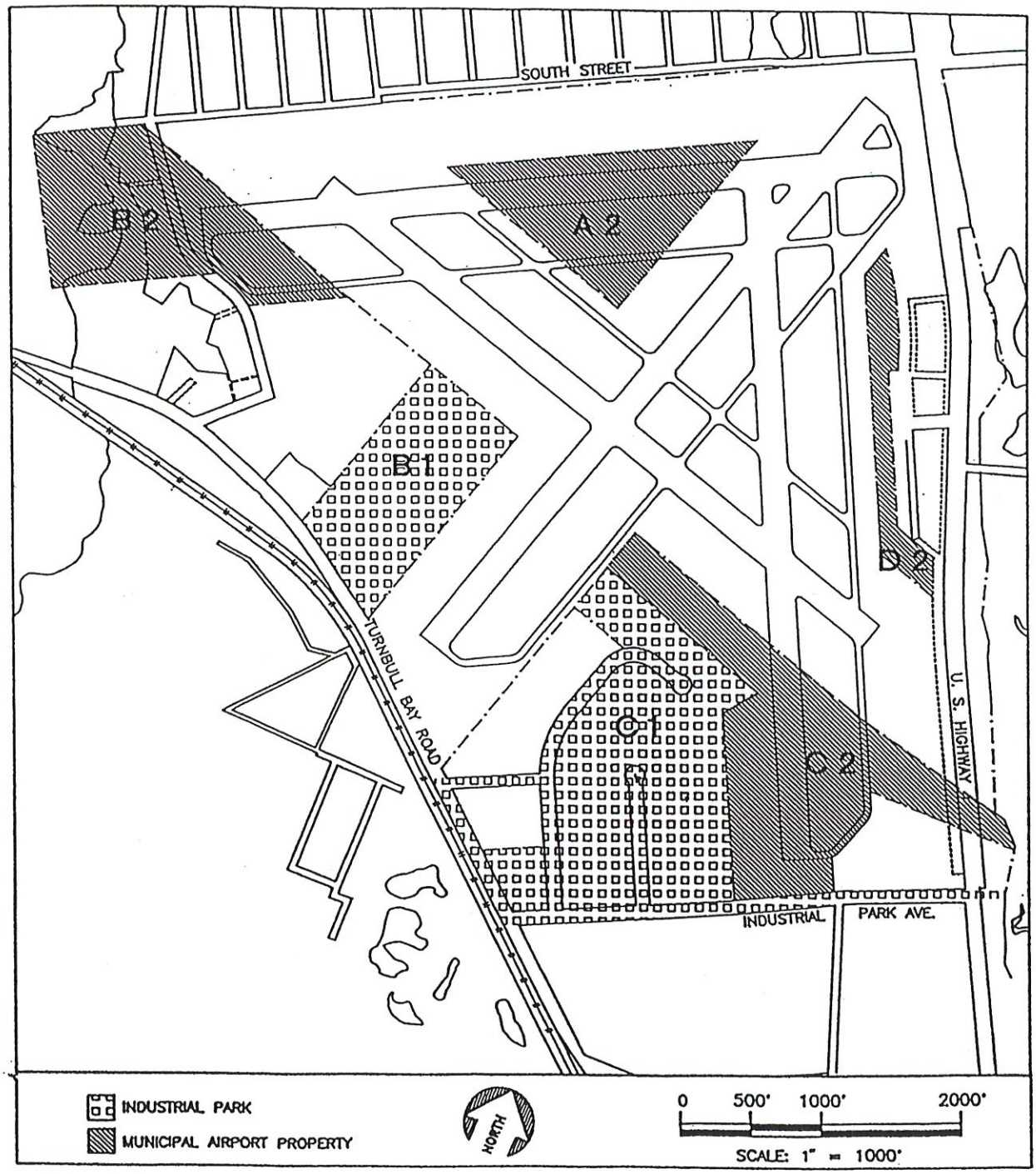
area hereinafter referred to as the "Airport Industrial Park" shall be defined as that certain area depicted on the Airport Property Map as aforesaid and being identified as portions of parcels C1 and B1 as follows:

(1) That portion of parcel C1 as shown on that certain subdivision plat described as "Airport Industrial Park II" approved by the planning and zoning board of the City of New Smyrna Beach on March 7, 1983; and

[(2)] The easterly 800 feet of parcel B1 lying north of Turnbull Bay Road consisting of approximately 30 acres more or less.

The I-3, Industrial Park District includes additional real properties which are not included in the Municipal Airport nor the Airport Industrial Park as defined herein. These additional real properties shall hereinafter be referred to as "other I-3 properties."

NEW SMYRNA BEACH AIRPORT



New Smyrna Beach Airport

Dimensional requirements.

Minimum lot size for all I-3 (except municipal airport).

Area: 37,500 square feet.

Depth: 250 feet.

Width: 150 feet.

Minimum lot size for municipal airport. Area requirements defined in chapter 22 of part II, Code of Ordinances shall be required.

Minimum yard size.

Front yard: 30 feet or as required per [sub]section 504.01M. of this LDR.

Side yard: 15 feet.

Rear yard: 15 feet.

Maximum principal building, structure, or tree height. Not to exceed height restrictions established in section 22-91 et seq., part II, Code of Ordinances and in no case more than 45 feet.

Maximum principal building coverage. 50 percent.

Maximum impervious lot coverage. The total area of the lot that may be covered with impervious material is 70 percent.

Buffers. Landscaped buffer area(s) as defined in [sub]section 604.05 shall be required at property lines as follows:

(1) All front property lines or property lines parallel or nearly parallel to nearby public roads; and
(2) Along side or rear lot lines abutting a residentially zoned lot.

Trees are not to be planted in the area defined as the municipal airport.

Off-street parking and loading. Off-street parking and loading space shall be provided as required in this LDR.

Storage areas, outdoor. All outdoor storage shall be visually screened from access streets, and adjacent properties. Screening shall form a complete opaque screen of no less than six feet in vertical height. Outdoor storage shall be meant to include parking of all company owned and operated motor vehicles, with the exception of passenger vehicles. No storage will be permitted between a frontage street and the building line.

Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

Performance standards for the I-3 District.

Performance standards. It is the intent of these regulations to prevent land or buildings, including those permitted by right or special exception, from being used or occupied, in any manner to as to create any dangerous, injurious, noxious or other hazardous condition; noise or vibration; smoke, dust or other form of air pollution; electrical or other disturbances; glare or heat; liquid or solid refuse or wastes; condition conducive to the breeding of rodents or insects; or other substance, condition or elements (all referred to herein as "dangerous or objectionable elements") in a manner or amount as to adversely affect the surrounding area. Any use permitted under the permitted use section may be undertaken and maintained if it conforms to all district regulations including the regulations of this section referred to herein as "performance standards." Specifically, all uses shall operate in conformance with the limitations set forth in each subsection below, excepting aircraft operations at the Municipal Airport. No site plan in this district shall be approved without a signed and sealed report from an appropriately qualified certified engineer stating that all performance standards will be met.

1. *Vibration.* No vibration shall be produced which is transmitted through the ground and is discernable without the aid of instruments at or at any point beyond the lot line; nor shall any vibration produced exceed 0.0028g peak measured at or beyond the lot line using either seismic or electronic vibration measuring equipment.
2. *Noise.* Sound level measurements shall be made in accordance with article III, chapter 38, part II, Code of Ordinances. In no event, shall noise emissions exceed the standards set forth in article III, chapter 38, part II, Code of Ordinances.
3. *Air pollution.*
   a. *Visible emissions.* There shall not be discharged into the atmosphere, from any source, any air pollution in excess of the darkness limitations listed below. This shall include emissions of air pollutant of such opacity as to obscure an observer's view to a degree equal to, or greater than, do the visible emissions described below. In addition to the foregoing, visible emissions of any kind at ground level past the lot line of the property on which the source of the emissions is located are prohibited. The darkness and/or opacity limitations are as follows. No. 1 on the Ringelmann chart at all times, except upon determination that the emission contains less than one-tenth pound of dry gases, adjusted to 12 percent carbon dioxide or fifty percent excess air.
   b. *Materials handling.* No person shall cause or permit any material to be handled, transported, or stored in a manner which allows or may allow particulate matter to become airborne.
   c. *Particulate matter.* There shall not be discharged into the atmosphere any particulate matter in excess of the quantities shown below:
      (1) From refuse-burning equipment, per 1,000 pounds of dry gases, adjusted to 12 percent CO_2 or 50 percent excess air, 65/100 pound for capacities over 200 pounds per hours. In any one-hour period this shall not exceed 250 pounds. Refuse shall not be burned in fuel-burning equipment.
      (2) From fuel-burning equipment, six-tenths pound per million BTU input for installation using less than ten million BTU per hour total input. For installations using more than ten million BTU per hour total input, the allowable particulate emission, in pounds per million BTU is determined by multiplying 8.58 times the input, in BTU per hour, raised to the minus 0.165 power ($E=8.58\ I^{-0.165}$).
   d. *Threshold values.* There shall not be discharged into the atmosphere any contaminant for which threshold limit values are listed for working atmosphere by the American Conference of Governmental Industrial Hygienists in such quantity that the concentration of the contaminant at ground level at any point beyond the boundary of the property shall, at any time, exceed the threshold limit.
4. *Odors.* Any condition of operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped or so modified as to remove the odor.
5. *Electromagnetic radiation.* The following standard shall apply:
   a. *General.* It shall be unlawful to operate or cause to be operated, any planned or intentional source of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use directly or indirectly associated with these present purposes which does not comply with the then current regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation except that for all governmental agencies and government owned plants; the regulations of the Interdepartment Radio Advisory Committee shall take precedence over the regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation. Further, said operation in compliance with the Federal Communications Commission or the interdepartmental Radio Advisory Committee regulations shall be unlawful if such radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, primary

field, blanketing, spurious reradiation, harmonic content, modulation or energy conducted by power or telephone lines. The determination of "abnormal degradation in performance" and "of quality and property design" shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers, and the Electronic Industries Association.

b. *Electromagnetic interference.* For the purpose of these regulations, electromagnetic interference shall be defined as electromagnetic disturbances which are generated by the use of electrical equipment other than planned and intentional sources of electromagnetic receptors [radiation] of quality and proper design. It shall be unlawful to operate, or to cause to be operated, any source of electromagnetic interference where the radiation or transmission from same violates the provisions of section 22-8(a), part II, Code of Ordinances.

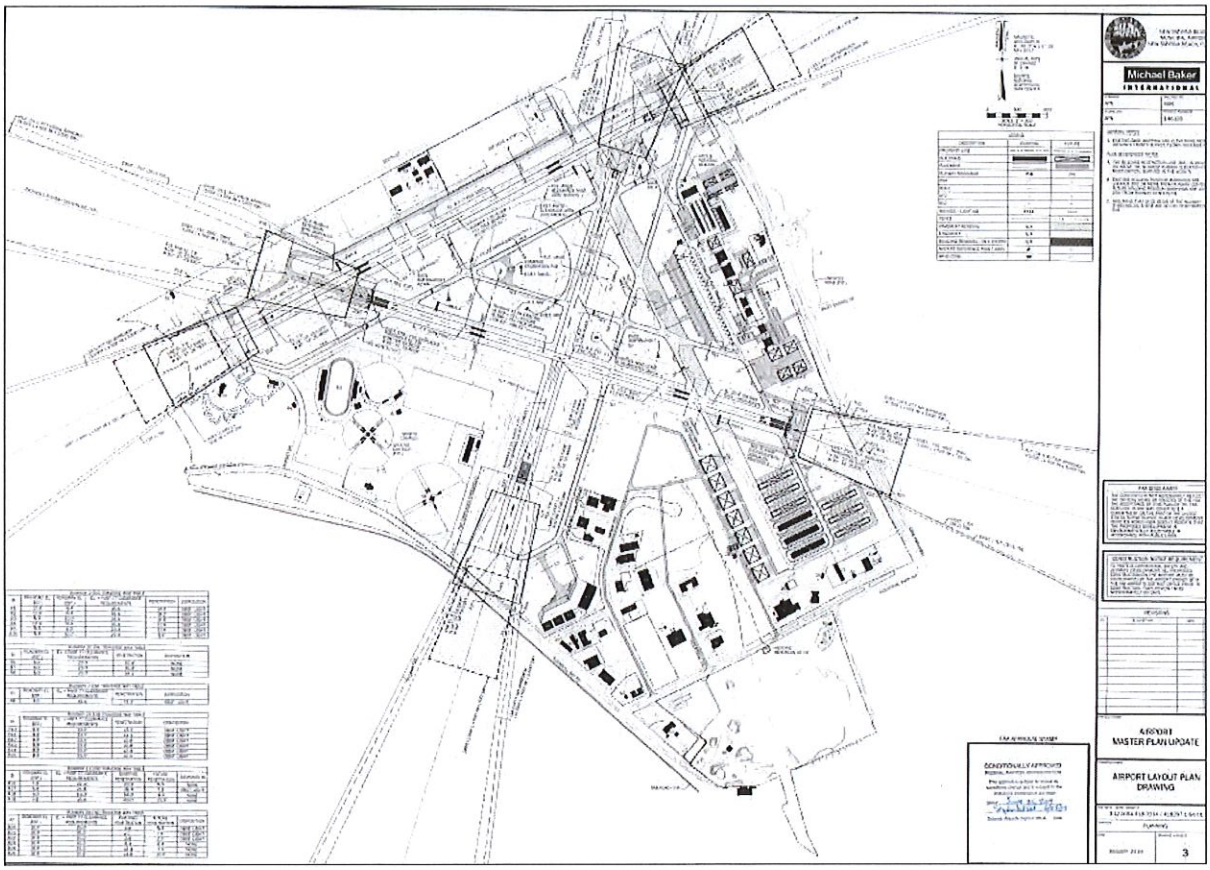
6. *Fire and Explosion.* All activities and storage of flammable and explosive [materials] at any location shall be provided with adequate safety and fire fighting devices in accordance with the Fire Prevention Code and other technical codes adopted by the City of New Smyrna Beach, State of Florida, and other appropriate governmental agencies.
7. *Radioactive materials.* The handling of radioactive materials, the discharge of such materials into the air and water, and the disposal of radioactive wastes, shall be in conformance with the regulations of the Atomic Energy Commission as set forth in the title 10, chapter 1, part 20, Standards for Protection Against Radiation, as amended, from time to time, and all applicable regulations of the State of Florida, and other appropriate governmental agencies.
8. *Glare and heat.* No direct or sky-reflected glare, whether from floodlights, or from high temperature processes such as combustion or welding or otherwise, so as to be visible at the lot line, shall be permitted. There shall be no emission or transmission of heat or heated air so as to be discernible at the lot line and shall not exceed applicable governmental agency standards. In addition, all applicable requirements set forth in chapter 22, part II, Code of Ordinances.
9. *Airport land use and fixed base operator requirements.* All requirements set forth in chapter 22, New Smyrna Beach Code of Ordinances shall apply to all areas and activities defined as fixed base operators, as set forth in chapter 22, New Smyrna Beach Code of Ordinances. In the event the land use is a fixed base operator, and a conflict exists between chapter 22, part II, Code of Ordinances and the I-3, Industrial District Requirements, then chapter 22, part II, Code of Ordinances shall control.

Additional airport industrial park requirements. In addition to the provisions of the I-3 District set forth heretofore, the following development requirements apply to the Airport Industrial Park and shall not apply to the Municipal Airport or other I-3 properties. Airport Industrial Park requirements as defined hereafter shall prevail where there is a conflict between such requirements and I-3 district requirements set forth heretofore.

1. *Building design.* It is the intent of this requirement to assure that all buildings in the Airport Industrial Park be of sound, safe, and permanent construction, using durable, easy to maintain materials, presenting exterior facades of quality and tasteful architectural design. Thus, buildings shall be constructed of masonry or other strong, fireproof materials. All block construction shall be painted. Metal-side buildings shall be permitted, providing front of buildings and all sides which face public right-of-way are given architectural treatment of such nature as will assure the attractiveness of the building. Architectural treatment shall be defined as the use of color combinations, and structural styles which include trim and facade systems of wood, stone, brick, and/or glass.
2. *Landscaping.* All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. landscaping is to be accomplished using quality materials and workmanship.
3. *Loading areas.* Dock wells, loading platforms, and other loading facilities, will be situated at [the] rear of buildings, or at building sides, provided such facilities are set back a minimum of 70 feet from the street right-of-way line, or 120 feet from the street centerline, whichever is greater. Steel railings or fencing will be required along the full graded length of the sides of dock-wells which border driveways or walks and as otherwise required by appropriate governmental agencies.

4. *Paving.* Parking areas, driveways, and walks, must be of hard-surface paving materials of sufficient thickness and structural properties as will provide and sustain the load-bearing qualities demanded by their intended use. Should damage or cracking of pavement ever occur, it will be the responsibility of the owner or lessee to accomplish immediate repair, thus preventing hazards to public safety.
5. *Refuse collections areas.* All outdoor refuse collection areas shall be visually screened from access streets, and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage street and the building line.

AIRPORT MASTER PLAN MAP



LEGAL DESCRIPTION

DESCRIPTION: (BY SLIGER AND ASSOCIATES, INC.)

A PORTION OF THE TODD GRANT, SECTION 40, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE UNNAMED RESERVED PARCEL SOUTH OF SOUTH STREET, MAP OF ISLESBORO SECOND SECTION, AS RECORDED IN MAP BOOK 22, PAGES 105 THROUGH 106, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF LOT 452, SAID MAP OF ISLESBORO SECOND SECTION; THENCE RUN S27°52'25"E, 50.00 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 8123, PAGE 2095, SAID PUBLIC RECORDS, BEING ON THE SOUTH RIGHT OF WAY LINE OF SOUTH STREET, SAID MAP OF ISLESBORO SECOND SECTION; THENCE ALONG THE WEST LINE OF SAID PROPERTY S27°52'25"E, 476.08 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE S61°35'15"W, 919.03 FEET; THENCE N27°52'24"W, 452.01 FEET; THENCE N55°56'22"E, 69.99 FEET; THENCE N57°11'52"E, 208.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 04°56'24"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 172.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE N62°08'16"E, 91.58 FEET; THENCE DEPART SAID SOUTH RIGHT OF WAY LINE N79°12'35"E, 17.27 FEET; THENCE N62°48'48"E, 8.33 FEET; THENCE N42°42'08"E, 15.53 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE N62°08'16"E, 338.86 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.000 ACRES, MORE OR LESS.

QUALIFICATIONS OF THE APPRAISER

MARTIN CONCANNON
INDIAN RIVER APPRAISAL SERVICES, INC.
1114 N. PENINSULA AVENUE
NEW SMYRNA BEACH, FL. 32169
Email: marty@heffingtonandassociates.co

BUSINESS AND PROFESSIONAL AFFILIATIONS

Active Florida Real Estate Salesman License #0130821-4628
Certified General Appraiser License #RZ907

EDUCATION

University of Florida, Bachelor of Science Degree, Real Estate and Urban Land Studies, 1975
American Institute of Real Estate Appraisers
Course 8-2: Residential Valuation
Course 1A: Principles, Methods, Techniques of Appraising
Course 1B: Capitalization, Theory and Techniques of Appraising

APPRAISAL EXPERIENCE

Associated with Heffington & Associates, 1983 to Present
Security First Federal Savings and Loan, January 1976 to 1983
Completed appraisals on industrial properties, apartments, professional offices, medical offices, small and large acreage tracts of land, retail properties, mobile home parks etc.

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for dissolution of marriage, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

BB&T
Fairwinds Credit Union
Regions Bank
TD Bank
City of Daytona Beach
City of New Smyrna Beach
City of South Daytona
City of Edgewater
City of Deltona
County of Volusia
Daytona Beach International Airport
South State Bank N.A.
Farm Credit of Florida
Halifax Health
Seacoast Bank
Intracoastal Bank
City of DeLand
City of Ormond Beach
City of Port Orange
Ameris Bank
Surety Bank
Mainstreet Bank

QUALIFICATIONS OF THE APPRAISER

R. TODD HEFFINGTON, MAI
911 BEVILLE ROAD, STE. 8
DAYTONA BEACH, FL 32119
Email: todd@heffingtonandassociates.com

BUSINESS AND PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute
State Certified General Real Estate Appraiser - State of Florida, License RZ2368
Florida Real Estate Salesman, License SL 0589200
Member DeLand-West Volusia Board of Realtors

EDUCATION

B.S. Degree Real Estate, University of Florida, 1992
Master of the Arts Degree in Real Estate, University of Florida, 1994
Numerous continuing education courses and seminars

APPRAISAL EXPERIENCE

Clayton, Roper, and Marshall, May 1993 through August 1993
Heffington & Associates, September 1, 1993 to Present

Completed appraisals on Single-family Residences, Vacant Residential Land, Agricultural Land, Producing Agricultural Properties, Vacant Commercial Properties, Apartment Developments, Industrial Properties, Golf Courses, Office Buildings, Condemnation Appraisals

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for condemnation, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

Surety Bank
Fairwinds Credit Union
Intracoastal bank
Ameris Bank
Barwick Bank
City of New Smyrna Beach
City of South Daytona
County Volusia
School Board of Volusia County
Department of Transportation
South State Bank N.A.
Farm Credit of Florida
Mainstreet Community Bank
Seacoast Bank
City of Daytona Beach
City of DeLand
City of Ormond Beach
City of Port Orange
Daytona Beach International Airport Florida
Halifax Health

NORTH

0 25 50 100

GRAPHIC SCALE (FT)

AUBURN AVENUE

SOUTH STREET

CHESTER AVENUE

SOUTH STREET

FAIRMONT AVENUE

SOUTH STREET

N: 1718109.6666'
E: 671488.0424'

N: 1717917.4237'
E: 671589.7159'

N: 1717891.8368'
E: 671083.4472'

EXHIBIT A

LOT SIZE:
± 396,362 SF
± 9.1 ACRES

N: 1717725.1808'
E: 671691.3895'

N: 1717674.0069'
E: 670678.8519'

EXHIBIT A LEASING ACREAGE, (TYP.)

N: 1717516.5670'
E: 670762.1188'

N: 1717526.4935'
E: 671321.9738'

N: 1717359.8564'
E: 670845.0000'

N: 1717327.8062'
E: 670952.5581'

RUNWAY 7-25 (6000' X 75')

XREFS: EVB_RWY_25_Exhibit_A_tb
V:\2020\2020.287.00 - EVB MISC\CADD\Exhibits\EVB Lease Exhibits\EVB_Parcel_RWY_25_Exhibit_A.dwg 1/8/2025 5:05 PM

NEW SMYRNA BEACH

VOLUSIA COUNTY MOSQUITO CONTROL PROPERTY

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

EXHIBIT A

SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	JW, JEG
DRAWN BY:	JW, JEG
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	JANUARY 2025

EXHIBIT

From: Marcus McDonough
To: Weese, Arvin; Kathy Williams; Tim MacHardy
Cc: Laura Laser; Airport; Rebecca Beaman
Subject: RE: MCSC: Mosquito Control - New legal description
Date: Thursday, February 6, 2025 8:30:44 AM

CAUTION: EXTERNAL EMAIL

Good morning Arvin,

We are agreeable to the FMV per acre established by the appraisal and utilizing that value to calculate the lease for 9 acres.

Are you still planning on

Respectfully,

Marcus McDonough
Director, Mosquito Control Division
County of Volusia
801 South Street
New Smyrna Beach, FL 32168
PH. 386.424.2920

From: Weese, Arvin <aweese@cityofnsb.com>
Sent: Thursday, January 16, 2025 5:16 PM
To: Kathy Williams <KWilliams@volusia.org>; Tim MacHardy <TMacHardy@volusia.org>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Rebecca Beaman <RBeaman@volusia.org>
Subject: [EX] RE: MCSC: Mosquito Control - New legal description

CAUTION: This email originated from outside Volusia County's email system. **DO NOT CLICK** links or attachments unless you recognize the sender and/or know the content is safe.

Good evening all,

To follow up on this, I discovered that the appraised area was 10 acres and the area that you wish to lease is just over 9. Would the county be agreeable to using a rental rate equal to the same FMV per acre, but at the amount you wish to lease, or do you want a whole new appraisal?

Thanks,

Arvin

From: Weese, Arvin

Sent: Friday, December 20, 2024 11:42 AM
To: Kathy Williams <KWilliams@volusia.org>; Tim MacHardy <TMacHardy@volusia.org>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Rebecca Beaman <RBeaman@volusia.org>
Subject: RE: MCSC: Mosquito Control - New legal description

Good morning all,

Please see the appraisal that includes the old and new site. Based on the appraisal, your new rate would be 12% of the FMV or $146,400 annually. Based on your timeline, how are things progressing and when should we get the lease addendum in front of our city commission? We could then take it to your council, I believe that is what we discussed?

Thank you and Happy Holidays!

Arvin

From: Kathy Williams <KWilliams@volusia.org>
Sent: Wednesday, September 25, 2024 3:57 PM
To: Weese, Arvin <aweese@cityofnsb.com>; Tim MacHardy <TMacHardy@volusia.org>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Rebecca Beaman <RBeaman@volusia.org>
Subject: RE: MCSC: Mosquito Control - New legal description

CAUTION: EXTERNAL EMAIL

I'm sure that wouldn't be a problem.

Kathy Williams, NIGP-CPP, CPPO, CPPB, MBA
Procurement Manager
County of Volusia
123 W. Indiana Avenue Suite 302
DeLand, FL 32720
Phone 386-626-6625

Please be aware of potential fraudulent requestes for purchases being made by cyber-criminals masquerading as the County of Volusia. Upon receipt of any purchase order, please review closely. If you have any concerns with the validity of the purchase order, or if anyone attempts to create a new account or credit application on behalf of County, please contact Volusia County Purchasing and Contracts immediately at (386) 736-5972 or reach out to our staff via email. Listing of staff with their email address and direct line can be found at Contact us (volusia.org)

From: Weese, Arvin <aweese@cityofnsb.com>
Sent: Wednesday, September 25, 2024 2:17 PM
To: Kathy Williams <KWilliams@volusia.org>; Tim MacHardy <TMacHardy@volusia.org>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Rebecca Beaman <RBeaman@volusia.org>
Subject: [EX] RE: MCSC: Mosquito Control - New legal description

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Are you agreeable to amending the date of appraisal, so both properties are appraised at the same time, together? In other words, appraise the entire property now, and amend the rent accordingly. Amend the next appraisal date to 5 years from now.

Arvin

From: Kathy Williams <KWilliams@volusia.org>
Sent: Wednesday, September 25, 2024 1:24 PM
To: Tim MacHardy <TMacHardy@volusia.org>; Weese, Arvin <aweese@cityofnsb.com>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Rebecca Beaman <RBeaman@volusia.org>
Subject: RE: MCSC: Mosquito Control - New legal description

CAUTION: EXTERNAL EMAIL

We can amend the existing lease to add the acreage without doing an entire new lease if that is agreeable to the city.

Kathy Williams, NIGP-CPP, CPPO, CPPB, MBA
Procurement Manager
County of Volusia
123 W. Indiana Avenue Suite 302
DeLand, FL 32720
Phone 386-626-6625

Please be aware of potential fraudulent requestes for purchases being made by cyber-criminals masquerading as the County of Volusia. Upon receipt of any purchase order, please review closely. If you have any concerns with the validity of the purchase order, or if anyone attempts to create a new account or credit application on behalf of County, please contact Volusia County Purchasing and Contracts immediately at (386) 736-5972 or reach out to our staff via email. Listing of staff with their email address and direct line can be found at Contact us (volusia.org)

From: Tim MacHardy <TMacHardy@volusia.org>
Sent: Wednesday, September 25, 2024 10:07 AM
To: Weese, Arvin <aweese@cityofnsb.com>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Kathy Williams <KWilliams@volusia.org>; Rebecca Beaman <RBeaman@volusia.org>
Subject: RE: MCSC: Mosquito Control - New legal description

Arvin,

That is my understanding also. We will do the appraisal for the entire property, including the addition to the west, resulting in one lease agreement.

Tim

From: Weese, Arvin <aweese@cityofnsb.com>
Sent: Wednesday, September 25, 2024 8:40 AM
To: Tim MacHardy <TMacHardy@volusia.org>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Kathy Williams <KWilliams@volusia.org>; Rebecca Beaman <RBeaman@volusia.org>
Subject: [EX] RE: MCSC: Mosquito Control - New legal description

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Tim,

I think we agreed that we would do a new lease for the entire property, correct? In which case we might want to consider doing an appraisal for the entire property. Your current lease requires an appraisal every 5 years, which would be due in 2026. Rather than have two appraisals, maybe it's best we just have one and then one lease for all of it. I think that's what we agreed but just double checking.

Arvin

From: Weese, Arvin <aweese@cityofnsb.com>
Sent: Wednesday, September 18, 2024 6:00 PM
To: Tim MacHardy <TMacHardy@volusia.org>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Kathy Williams <KWilliams@volusia.org>; Rebecca Beaman <RBeaman@volusia.org>
Subject: Re: MCSC: Mosquito Control - New legal description

Thanks; we will get it scheduled.

Sent from my iPhone

> On Sep 18, 2024, at 4:10 PM, Tim MacHardy <TMacHardy@volusia.org> wrote:
>
> **CAUTION: EXTERNAL EMAIL**
>
> Arvin,
>
> We are willing to spilt the cost of the appraisal. I believe the City of NSB billed us last time for our half.
>
> Thank you,
> Timothy Machardy
> Activity Project Manager
> Volusia County Mosquito Control
> 801 South Street
> New Smyrna Beach, FL 32168
> 386-424-2920 Telephone EXT. 20273
> 386-424-2924 Fax
>
> ---
>
> **From:** Weese, Arvin <aweese@cityofnsb.com>
> **Sent:** Wednesday, September 18, 2024 3:19 PM
> **To:** Tim MacHardy <TMacHardy@volusia.org>
> **Cc:** Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Kathy Williams <KWilliams@volusia.org>
> **Subject:** [EX] RE: MCSC: Mosquito Control - New legal description
>
> **CAUTION:** This email originated from outside Volusia County's email system. **DO NOT CLICK** links or attachments unless you recognize the sender and/or know the content is safe.
>
> Hi Tim,
>
> Thank you for the reminder. We can order the appraisal. Do you want to split it?
>
> Thanks,
>
> Arvin

From: Tim MacHardy <TMacHardy@volusia.org>
Sent: Tuesday, September 17, 2024 9:18 AM
To: Weese, Arvin <aweese@cityofnsb.com>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>; Kathy Williams <KWilliams@volusia.org>
Subject: RE: MCSC: Mosquito Control - New legal description

CAUTION: EXTERNAL EMAIL

Arvin,

Do you have an update regarding the status of the vendor section for the property appraisal?

Thank you,
Timothy Machardy
Activity Project Manager
Volusia County Mosquito Control
801 South Street
New Smyrna Beach, FL 32168
386-424-2920 Telephone EXT. 20273
386-424-2924 Fax

From: Weese, Arvin <aweese@cityofnsb.com>
Sent: Tuesday, July 9, 2024 4:18 PM
To: Tim MacHardy <TMacHardy@volusia.org>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>
Subject: [EX] RE: MCSC: Mosquito Control - New legal description

CAUTION: This email originated from outside Volusia County's email system. **DO NOT CLICK** links or attachments unless you recognize the sender and/or know the content is safe.

Tim,

I got confirmation that the city cannot participate in any appraisals until the RFQ process is complete. I will follow up once a vendor has been selected.

Thank you,

Arvin Weese
Airport Manager
New Smyrna Beach Airport
City of New Smyrna Beach
602 Skyline Drive
New Smyrna Beach, FL 32168
Office: 386-410-2680
aweese@cityofnsb.com
www.cityofnsb.com

<image001.png>

From: Weese, Arvin <aweese@cityofnsb.com>
Sent: Monday, July 8, 2024 4:50 PM
To: Tim MacHardy <TMacHardy@volusia.org>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Airport <Airport@cityofnsb.com>
Subject: RE: MCSC: Mosquito Control - New legal description

Tim,

Good question. I have a request to our finance department on this topic and will let you know. Thank you for the offer.

Will be in touch.

Best,

Arvin Weese
Airport Manager
New Smyrna Beach Airport
City of New Smyrna Beach
602 Skyline Drive
New Smyrna Beach, FL 32168
Office: 386-410-2680
aweese@cityofnsb.com
www.cityofnsb.com

<image001.png>

From: Tim MacHardy <TMacHardy@volusia.org>
Sent: Monday, July 8, 2024 2:41 PM
To: Weese, Arvin <aweese@cityofnsb.com>
Cc: Laura Laser <LLaser@volusia.org>; Marcus McDonough

<MMcDonough@volusia.org>
Subject: RE: MCSC: Mosquito Control - New legal description

CAUTION: EXTERNAL EMAIL

Arvin,

See below from Laura. Would there be any problem with the appraisal being ordered through the County's service agreement and if not, would you like us to pursue this option?

If this is an option, we would request the scope the airport would use.

Thank you,
Timothy Machardy
Activity Project Manager
Volusia County Mosquito Control
801 South Street
New Smyrna Beach, FL 32168
386-424-2920 Telephone EXT. 20273
386-424-2924 Fax

From: Laura Laser <LLaser@volusia.org>
Sent: Monday, July 8, 2024 2:33 PM
To: Tim MacHardy <TMacHardy@volusia.org>
Subject: MCSC: Mosquito Control - New legal description

Tim – We have a contin. Service agreement with Heffington. Would you like our office to order the appraisal and City cut us a check? Thanks, Laura

<image003.jpg>
Laura E. Laser, AIA
County Architect
Volusia County Public Works
123 W. Indiana Ave, Rm 402
Deland, FL 32720

llaser@volusia.org

O (386) 736-5967, ext 12323
M (386) 785-6132

Go Gators!

From: Weese, Arvin <aweese@cityofnsb.com>
Sent: Monday, July 8, 2024 1:47 PM
To: Laura Laser <LLaser@volusia.org>; Kathy Williams <KWilliams@volusia.org>
Cc: Benjamin Bartlett <BBartlett@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Tim MacHardy <TMacHardy@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Miranda Tressler <MTressler@volusia.org>; Airport <Airport@cityofnsb.com>
Subject: [EX] RE: MCSC: Mosquito Control - New legal description

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Thank you Laura. I found out after our call the City is in the RFQ process for property appraisal services. I will follow up once a selection has been made, and if it is not satisfactory, we can still try and go with Heffington.

Thank you,

Arvin Weese
Airport Manager
New Smyrna Beach Airport
City of New Smyrna Beach
602 Skyline Drive
New Smyrna Beach, FL 32168
Office: 386-410-2680
aweese@cityofnsb.com
www.cityofnsb.com

<image001.png>

From: Laura Laser <LLaser@volusia.org>
Sent: Monday, July 8, 2024 10:36 AM
To: Weese, Arvin <aweese@cityofnsb.com>; Kathy Williams <KWilliams@volusia.org>
Cc: Benjamin Bartlett <BBartlett@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Tim MacHardy <TMacHardy@volusia.org>; Marcus McDonough <MMcDonough@volusia.org>; Miranda Tressler <MTressler@volusia.org>
Subject: MCSC: Mosquito Control - New legal description

CAUTION: EXTERNAL EMAIL

Laura E. Laser, AIA
County Architect
County of Volusia
123 W. Indiana Ave, Rm 402
DeLand, FL 32720

Office: (386) 736-5967, ext 12323
Mobile: (386) 785-6132

Go Gators!

Get Outlook for iOS

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the FBI CJIS Policy) via email is prohibited.

* *Please consider the negative environmental impacts associated with printing email* *

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com

ADDENDUM TO
THE GROUND LEASE AGREEMENT DATED AUGUST 2021
BY AND BETWEEN THE CITY OF NEW SMYRNA BEACH
AND THE COUNTY OF VOLUSIA

THIS ADDENDUM TO AGREEMENT is made and entered into this _____ day of _____, 2025, by the CITY OF NEW SMYRNA BEACH (the City), a Municipal Corporation, 210 Sams Avenue, New Smyrna Beach, FL 32168, and COUNTY OF VOLUSIA, 123 W. Indiana Avenue, Deland, County of Volusia, State of Florida, hereinafter referred to as "Lessee."

The City and the Lessee agree to the following addendum to the ground lease agreement dated August 2021. All terms that have not been modified by this addendum remain in full force and effect.

The following sections of the agreement are hereby amended to add property to the leased area and revise the rent provisions:

SECTION 1
DESCRIPTION OF LEASED PREMISES

Lessor leases to Lessee and Lessee leases from Lessor, for the purpose of conducting therein any lawful business within the limitations as hereinafter described and for no other purpose, the following described premises with the appurtenances, situated in the City of New Smyrna Beach, County of Volusia, State of Florida, and more particularly described as follows: for the term and conditions hereinafter set forth, that certain "premises" located at the New Smyrna Beach Municipal Airport, described as:

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

As used herein, the term "premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this lease.

SECTION 3
RENT

The rent due to Lessor under this Lease shall be amended as follows:

ELEVEN THOUSAND ONE HUNDRED TWO DOLLARS AND ZERO CENTS ($11,102.00) per month, plus applicable sales tax, with the first monthly payment of this new rate to be due and payable on July 1st, 2025.

The monthly rental shall increase yearly thereafter, on October 1st of each year beginning October 1st, 2026, by a percentage equal to the Consumer Price Increase (CPI) not to exceed 3%.

The CPI to be used shall be the Consumer Price Index – All Urban Consumers – Not Seasonally Adjusted – All Items, as published by the United States Department of Labor for U.S. City Average. CPI shall be determined from August 1st of the preceding calendar year through July 31st of the present calendar year.

The annual increase in rental by the CPI, not to exceed 3%, shall continue yearly for the initial term of this Lease and during any subsequent renewal term except as otherwise provided in the Agreement.

Any installment of rent not received by the Lessor by the 10th of any month shall be considered late and incur a late penalty in accordance with Fla. Stat. §218.74, which shall be paid with the rent on or after the 11th of the month.

SECTION 4
RENT ADJUSTMENT

To establish the market rate for the lease, an appraisal of the property shall be performed every five (5) years to establish the market rate for the lease, with the next appraisal being completed in 2030.

The City will obtain an appraisal establishing the fair market value (FMV) for the property. If County disagrees with the City's appraisal, County may engage the services of a qualified MAI appraiser and obtain a FMV appraisal for the property. The cost of any appraisal shall be split evenly between the City and the County. If the two appraisal are within ten percent (10%) of one another for the FMV of the property, then the market rate for the lease shall be the average of the two appraisals. However, if the two appraisals differ by more than ten percent (10%) in FMV for the property, then the Parties agree that their appraisers shall select, within fourteen (14) days of the second appraisal, a third appraiser who is an equally qualified MAI appraiser. The third appraiser within thirty (30) days of selection shall make a determination as to the FMV of the property. The third appraiser's determination shall be final and binding upon the Parties. The Parties shall split the cost of the third appraiser.

Except as above modified, all terms and conditions of the Agreement entered into between the City of New Smyrna Beach and Lessee, shall remain unchanged and in full force and effect.

SECTION 52
ELECTRONIC SIGNATURES

LESSOR acknowledges that Jeffrey S. Brower, County Chair (the "Authorized Signatory") is authorized to execute leases with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this lease amendment electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

[SIGNATURE PAGE TO FOLLOW]

CITY OF NEW SMYRNA BEACH,
a Florida municipal corporation

By:

_____
Fred E. Cleveland
Mayor

(City Seal) **Date: _____**

Attest:

_____
Sharon Taylor-Harding
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

_____
Carrie Avallone
City Attorney

Date:_____

COUNTY OF VOLUSIA

By:

_____
Jeffrey S. Brower
County Chair

Date: _____

Attest:

_____
George Recktenwald
County Manager

APPROVED AS TO FORM AND CORRECTNESS

_____
Thomas R. (Russ) Brown, III
Deputy County Attorney

Date:_____

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL OF A ONE-YEAR EXTENSION OF THE AGREEMENT BETWEEN THE NEW SMYRNA BEACH TENNIS CENTER AND THE CITY.

April 22, 2025

Background:

The city has an agreement with a management group to operate New Smyrna Beach Tennis Center. This agreement has been in place since 1997. The current agreement is set to expire on August 31, 2025. The management group and city staff have met on multiple occasions over the past year to discuss the center's operations and plans moving forward. The management group has adopted a new business plan that incorporates input from city staff including the creation of capital improvements fund for the center, enhanced marketing/promotion efforts, the creation of membership advisory committees, etc.

The management group met with the Assistant City Manager and Leisure Services Director and agreed upon a one-year extension of the agreement through October 31, 2026. The management group will implement their new business plan over the next 18 months and provide city staff quarterly updates.

The management is seeking a long-term extension of the agreement, during the quarterly updates/meetings city staff will review progress being made at the center and provide a recommendation regarding a long-term extension in 2026.

Findings:

Proposing one-year extension of agreement between NSB Tennis Center and City through August 31, 2026.

Staff recommends approval.

Fiscal Analysis:

The New Smyrna Beach Tennis Center does not pay any fees to the city.

City staff has discussed the need for the center to create a capital improvement fund for the center in order for the management group to best be prepared for the future needs of the courts, buildings, lights, fencing, etc. on the grounds of the center. The fund has been created.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Business_Plan NSB Tennis_ (005).pdf
Tennis Center Mgmt Agreement.pdf
Racquet Tennis Center Lease Renewal thru 2025 - January 2011.pdf
Tennis Center 1st Modification.pdf
Tennis Center 2nd Modification (2).pdf
Tennis Center 3rd Modification.pdf

Business Plan for New Smyrna Beach Tennis Center (NSBTC)

Executive Summary

New Smyrna Beach Tennis Center is a community-focused tennis facility serving New Smyrna Beach and surrounding areas. The facility is well utilized by its members, area tennis leagues, non-members, and guests of all ages throughout the year. NSBTC aims to promote the sport of tennis through quality programs, community events, and excellent facilities. We are committed to providing an inclusive and welcoming environment for all players. As detailed below, we will continue to expand and enhance our services, courts, and facilities, and seek to renew our long-term land lease with the City of New Smyrna Beach.

Organization Description

New Smyrna Beach Tennis Center is a for-profit organization managed by a dedicated team of owners who developed and manage a public clay court in unincorporated area of Volusia County for the use, enjoyment, education and benefit of the citizens of the City of New Smyrna Beach and Volusia County and to encourage tourism, provide jobs and promote the general economic development of the region.

Mission Statement

"At New Smyrna Beach Tennis Center our mission is to foster a love for tennis by providing high-quality facilities and programs for New Smyrna Beach residents and visitors that promote the development and improvement of tennis skills. We are dedicated to building a strong sense of community, encouraging physical fitness**,** and offering an inclusive environment where players of all ages and abilities can enjoy the game of tennis. Through our commitment to excellence and community engagement, we aim to inspire a lifelong passion for the sport."

Services Offered

NSBTC is the only clay court facility[1] in New Smyrna Beach available to the public and members for social and match play and offers extensive hours of operation 7 days a week, year-round. Staff manage the facility operations and offer a number of services to members, residents of both the City and Volusia County, and their guests.

- Drop-in Clinics and Open Play: Available 4-5 days a week where members and guests can enjoy organized community play.
- Leagues and Tournaments: Competitive play opportunities for members and non-members for facility sponsored events and Greater Volusia Tennis League (GVTL) play. The facility also hosts USTA member events.
- Clinics and Camps: The facility offers year-round clinics and summer camps for youths. This includes cardio and tennis 105 clinics as well as many others.
- Social Events: Community gatherings, fundraisers, and tennis-themed social events are hosted throughout the year.
- Tennis Lessons: Group and private lessons are available for all ages and skill levels.
- Scheduled and Open Play: Courts are available for scheduled or open play for both members, non-members, and guests.

The above services are utilized by the 120 year-round and 20-30 seasonal members that include individuals and families, and by non-members and guests. Throughout the year on average, approximately 50-70 players per day utilize the facility. Non-member and guest usage of the facility (excluding league play) is typically between 400-600 individuals per year. Tournaments, clinics, camps and tennis lessons for adults and juniors also include services to over several hundred people annually.

The GVTL league represents hundreds of players from tennis centers throughout Volusia County. This year the NSBTC GVTL men and women league play consists of 9

[1] Playing tennis on clay courts offers significant health benefits for people of all ages. The softer surface of clay courts reduces impact stress on the joints, making it a gentler option for knees, ankles, and hips, which is particularly beneficial for older adults and those with joint issues. The slower pace of the game on clay encourages longer rallies, promoting cardiovascular endurance and overall fitness. Additionally, the necessity to slide and maintain balance on clay helps improve agility, coordination, and lower body strength. The physical demands of playing on clay courts can enhance stamina and endurance, while also fostering a strategic and thoughtful approach to the game. Overall, clay courts offer a well-rounded, low-impact workout that supports joint health, cardiovascular fitness, and muscle strength across all age groups.

teams whose total rosters represent over 70 players of different skill levels and includes individual, doubles, and mixed doubles match play. GVTL league matches and playoffs take place over an 8-month period and are hosted at NSB and at other team facilities in Volusia County. During the ’24-’25 GVTL season, NSBTC will have hosted 34 teams representing approximately 180 rounds of play for 400 GVTL players.

Tennis Center Priorities

1. Property Conditions: NSBTC shall operate the tennis courts and clubhouse in good repair and excellent condition and promptly repair, replace, and maintain the facility as required.
    - Ongoing maintenance and repair of 6 clay courts refurbished in September 2024 to meet ongoing high-quality standards.
    - Repair, paint**,** and maintain single hard court.
    - Ongoing maintenance and repairs to clubhouse and surrounding areas utilized by members.

.

2. Financial Stability: Ensure financial sustainability of the facility by:
    - Continuing to promote usage of the club for the services offered as noted above, to increase annual revenue generated by membership and guests, and through other fees.
    - Continue to diversify revenue streams and secure sponsorships via local businesses. Marketing for Banner sponsorships is underway, with estimated potential annual revenue of $40,000.

3. Community Engagement: Enhance community involvement through hosting local and regional events.
    - Events to include but are not limited to: GVTL matches and playoffs, UTR (Universal Tennis Rating) matches and tournaments; USTA (United States Tennis Association) events, Volusia County interclub junior events, and corporate scheduled events.

4. Coaching Programs, Clinics and Lessons: Continue to expand coaching programs that attract players of all ages and skill levels. This will enhance players abilities, boost fitness, coordination, and self-esteem, promote healthy competition and teamwork, and create new friendships and playing opportunities.
    - Expand junior programs to enlist more participation from city residents to develop lifelong skills and love of tennis.
    - Explore formation of non-profit for grant capabilities to expand programs for underserved youths.

5. Member Engagement: Complete formation of 3 advisory groups to include chairs, and membership representatives to consult and advise management on the ongoing direction, success, and sustainability of the facility:
    - Finance and Development Advisory Group
    - Marketing & Services Advisory Group
    - Social Advisory Group

Market Analysis & Strategy

Target Market: Residents of New Smyrna Beach and surrounding areas, ranging from beginners to advanced tennis players.

Market Needs: Quality tennis facilities**,** affordable programs, and a welcoming community environment.

Competitive Analysis: NSBTC differentiates itself through its quality coaching staff, commitment to maintaining the only clay court private/public facility, and most importantly, our facility supports its members through difficult times **(**i.e., charity events, fundraisers, and mutual aid within its membership base).

Community Outreach: Partner with local businesses, community, and tennis organizations (including USTA, GVTL and Junior Team Tennis (JTT)) to promote our programs.

Social Media and Online Presence: Utilize social media platforms and our website to engage potential members and keep current members informed. Events and Promotions: Host Open Houses, free clinics, and promotional events to attract new members.

Member Referral Program: Encourage current members to refer new members with incentives.

Operations Plan

In addition to the above, NSB Tennis has identified the following additional operational goals:

Facility Maintenance and Refurbishment: Continue to maintain excellent court and facility grounds through ongoing annual membership dues and services revenue. This will include replenishing the funds for major resurface of the courts from ongoing revenue and potential grants over the next 7-10 years. Estimated annual reserve for

future resurfacing is approximately $8,000 - $10,000.

Membership Management:

- Ongoing maintenance of newly implemented membership system to streamline new registrations, invoice for payments, and member communications (email blasts). Systems development completed in 2024.

- Build club website to provide members and the public with information on club services, hours of operation, location and events. Estimated cost for website development is approximately $2,000.

Ongoing maintenance costs for the above will be covered by staff salaries and operational expenses captured below.

Operating Plan/Budget:

Annual Revenue Streams:

- Court Fees: $750 annual fee per member (120 regular members), $140 monthly fee (20-30 seasonal), and $15 guest fees per visit.
- Lesson Fees: Average $80 per lesson.
- Clinic Fees: $20 per participant.
- Sponsorship and Donations: Target $40,000 annually from sponsorship and local business partnerships.

Annual Revenue Projections**:**

- Year 1: Revenue - $85,000 to $90,000 court and services fees, $40,000 from Banner Sponsorship and Events. Total: $125,000 - $130,000.
- Year 2: Project 5% growth in court and services fees and banner sponsorships, yielding **$**131,000 - $136,000 annual revenue.

Annual Operating Expenses:

- $60,000 - $80,000 annually, which includes staff salaries**,** ongoing maintenance and repairs, resurfacing reserve, taxes, and utilities, etc.

Exploring Grant Opportunities

To continue providing outstanding services and facilities to the New Smyrna Beach community, NSBTC is exploring potential grant opportunities that are available through USTA, the City and Volusia County. USTA offers funding through grants for improving tennis court facilities and court refurbishment. Operating revenue and any additional grant funds will ensure that NSBTC remains an excellent facility for a vital community resource, promoting health, fitness, and social engagement.

Conclusion

This business plan outlines our vision and strategy for sustaining and growing the New Smyrna Beach Tennis Center. Our facility is poised to continue to provide services to a large community of residents in New Smyrna Beach, surrounding areas, and guests, and we look forward to expanding our role in the community in the years to come. We are confident that with the city's support, through renewal of our long-term land lease, we can achieve our goals and continue to make a positive impact on the New Smyrna Beach community.

"I joined New Smyrna Beach Tennis Center just to play tennis, but I've found so much more! I've made incredible friends through the programs and social events, and with several groups I play with on a regular basis. NSBTC has become a cherished part of my life, and where I have the majority of my friends and social life." -Matt Ecoff, NSBTC Member

MANAGEMENT AGREEMENT

BETWEEN

CITY OF NEW SMYRNA BEACH

AND

THE RACQUET TENNIS CENTER, INC.

James L. Vandergrifft, Mayor
Jo Ann O'Bannon, Vice Mayor
James W. Hathaway, Commissioner
William D. Rogers, Commissioner
Oretha W. Bell, Commissioner

Frank O. Roberts, City Manager
John E. Hagood, Assistant City Manager
Edward H. Beazley, Jr., City Attorney

Version August 14, 1997

TABLE OF CONTENTS

SECTION 1:	PURPOSE OF AGREEMENT	1
SECTION 2:	PROPERTY TO BE DEVELOPED	1
SECTION 3:	PROPERTY CONDITION	2
SECTION 4:	TERM OF MANAGEMENT AGREEMENT	2
SECTION 5:	CONSIDERATION	2
SECTION 6:	DISPOSITION OF IMPROVEMENTS UPON TERMINATION OF AGREEMENT	4
SECTION 7:	TAXES AND ASSESSMENTS	5
SECTION 8:	CONSTRUCTION OF FACILITY	7
SECTION 9:	USES PERMITTED	10
SECTION 10:	MANAGEMENT	10
SECTION 11:	BUSINESS PLAN	10
SECTION 12:	DISCRIMINATION	10
SECTION 13:	HOURS OF OPERATION	11
SECTION 14:	PUBLIC ACCESS	11
SECTION 15:	INDEMNIFICATION OF OWNER	12
SECTION 16:	INSURANCE	13
SECTION 17:	MAINTENANCE OF PREMISES	14
SECTION 18:	WASTE AND NUISANCE PROHIBITED	15
SECTION 19:	ENVIRONMENTAL CONTAMINATION	15
SECTION 20:	OWNER'S RIGHT OF INSPECTION	17
SECTION 21:	DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS	18

SECTION 22: UTILITIES 18

SECTION 23: LIENS 18

SECTION 24: CANCELLATION BY OWNER 20

SECTION 25: CANCELLATION BY MANAGEMENT COMPANY 20

SECTION 26: BANKRUPTCY 21

SECTION 27: ASSIGNMENT 21

SECTION 28: PROHIBITION OF INVOLUNTARY ASSIGNMENT 21

SECTION 29: NOTICE OF DEFAULT 21

SECTION 30: OWNER'S RIGHT TO PERFORM 22

SECTION 31: CONDEMNATION 23

SECTION 32: SURRENDER OF AGREEMENT 23

SECTION 33: SURRENDER OF PREMISES 24

SECTION 34: WAIVER 24

SECTION 35: PARTIES BOUND 24

SECTION 36: TIME OF THE ESSENCE 25

SECTION 37: REMEDIES CUMULATIVE 25

SECTION 38: SECTION CAPTIONS 25

SECTION 39: NOT A PARTNERSHIP OR JOINT VENTURE 25

SECTION 40: ILLEGALITY 26

SECTION 41: COMPLETE AGREEMENT 26

SECTION 42: SEVERABILITY 26

SECTION 43: ATTORNEYS' FEES 26

SECTION 44: SERVICE OF NOTICE 27

MANAGEMENT AGREEMENT
PUBLIC TENNIS FACILITY

THIS MANAGEMENT AGREEMENT is entered into between the CITY OF NEW SMYRNA BEACH, a Municipal Corporation in Volusia County, Florida, with its principal place of business at 210 Sams Avenue, New Smyrna Beach, Florida 32168, hereinafter referred to as "Owner," and THE RACQUET TENNIS CENTER, INC., a Florida Corporation, with its principal place of business at 2640 Paige Avenue, Post Office Box 1805, New Smyrna Beach, Florida 32170, hereinafter referred to as "Management Company."

SECTION 1
PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and manage a public clay court tennis facility on City-owned property located on Glencoe Road in the unincorporated area of Volusia County for the use, enjoyment, education and benefit of the citizens of the City of New Smyrna Beach, and to encourage tourism, provide jobs and promote the general economic development of the region.

SECTION 2
PROPERTY TO BE DEVELOPED

Owner hereby contracts with Management Company to provide professional tennis-club management and property-development services on the following described premises with the

appurtenances, situated in the unincorporated area of Volusia County, State of Florida, and more particularly described as follows:

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

This Agreement is for development and management services of a City tennis facility only and it is not a lease of the premises. No landlord-tenant relationship is established by this Agreement.

SECTION 3
PROPERTY CONDITION

The premises described above, to be used by Management Company for the development and management of the public tennis facility, are provided as-is with Owner making no representations as to the suitability for Management Company's intended use as a tennis facility. Management Company has conducted its own inspection of the premises and the soil, topographical and subterranean features of the premises and has determined that the premises are suitable for its intended purpose of this Agreement.

SECTION 4
TERM OF MANAGEMENT AGREEMENT

The initial term of this Agreement shall be for TWELVE (12) years, commencing at midnight on September 1, 1997, and ending at midnight on August 31, 2009. As used herein, the expression "term of this Agreement" refers to such initial term and to any renewal of the initial term as provided in this Agreement.

SECTION 5
CONSIDERATION

Management Company, as consideration paid by Owner for developing on the property a public clay-court tennis facility and

managing the facility for the City of New Smyrna Beach, shall have the exclusive right during the term of this Agreement to charge and receive reasonable fees for the use of the tennis facility, and the exclusive right to sell and receive the proceeds from the sale of non-alcoholic beverages, snack food and tennis-related products at the facility.

Owner, as consideration for granting this exclusive Management Agreement, shall receive the following from Management Company:

a. Management Company shall construct within one year on the contracted premises (described in Section 2 above) six (6) professional-quality clay (four lighted) and one (1) composition tennis courts with striping, netting and fencing; and a ONE THOUSAND FOUR HUNDRED FORTY (1,440) square foot heated and air-conditioned clubhouse, restrooms and pro shop; and a required parking lot for the tennis facility.

b. All of the improvements, together with its fixtures, furnishings and equipment owned by Management Company and used to operate the tennis facility, shall automatically become the property of Owner upon the termination of the Agreement.

c. Management Company shall keep the contracted premises, all improvements constructed on the contracted premises and all fixtures, furnishings, and equipment used by Management Company to operate the tennis club and pro shop in excellent condition.

d. Management Company shall promptly repair and replace as required to keep the contracted premises in excellent condition, all improvements constructed on the contracted premises and all fixtures, furnishings and equipment used by

Management Company to operate the tennis club and pro shop.

e. All fees for membership and play at the tennis facility shall be reasonable and shall be approved by Owner's City Commission. The initial fees for membership and play at the tennis facility shall be as follows:

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

All increases in fees for membership and play shall be approved by resolution by Owner's City Commission. No fee for membership or play at the tennis facility shall become effective until it is approved by Owner.

SECTION 6
DISPOSITION OF IMPROVEMENTS UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement for any cause, Owner shall automatically become the owner of: (a) any buildings, structures, parking and any and all other improvements on the demised premises, (b) the name and good-will value of the business, any event or enterprise associated with the facility, and (c) any and all fixtures, furnishings, and equipment owned by Management Company and used by Management Company during the term of the Agreement to operate the tennis club and pro shop on the contracted premises. Management Company, prior to commencing operation of the tennis club and by October 1st of each year thereafter, shall tender to Owner a complete list of all of the fixtures, furnishings and equipment privately owned and used by Management Company to operate the tennis club. Management Company shall consent to Owner attaching a city inventory identification number to fixtures, furnishings and equipment with a value of ONE HUNDRED DOLLARS

($100) or more used by Management Company to operate the tennis club except for privately-owned fixtures, furniture and equipment. No fixtures, furnishings or equipment with a value of ONE HUNDRED DOLLARS ($100) or more used by Management Company to operate the tennis club may be sold, given away, or otherwise disposed of without Owner's written permission. Management Company shall not use, borrow, or lease fixtures, furnishings or equipment to operate the tennis club without Owner's prior written permission. Management Company shall not pledge as security for a loan or in any other way use as security the fixtures, furnishings and equipment used to operate the tennis facility. Notwithstanding the foregoing, Management Company may borrow fixtures, furnishings or equipment to operate the tennis club with Owner's City Commission's written permission.

SECTION 7
TAXES AND ASSESSMENTS

a. During the term of this Agreement, in addition to all other consideration provided herein to Owner, Management Company shall pay and discharge punctually, all taxes, special and general assessments attributable to the contracted premises including land, water considerations, rates and charges, sewer considerations and impact fees and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary (hereinafter referred to as "taxes"), and each and every installment thereof which shall or may as to term of this Agreement be charged, levied, laid, assessed, imposed upon or for or with respect to the managed premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations, of federal, state, county, and city government and of all other governmental authorities whatsoever (all of which shall also be included in the term "taxes" as heretofore defined). Management Company shall pay all Volusia County property taxes and all fire, lighting and any and all other special district taxes.

b. Management Company shall be deemed to have complied with the covenants of subparagraph (a.) of this Section if payment of such taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same, during which payment is permitted without penalty or interest or before the same shall become a lien upon the managed premises or, if Management Company is contesting such tax as permitted under subparagraph (d.) hereof, Management Company shall escrow the amount of such tax with Owner.

c. All such taxes, including any assessments which have been converted into installments which shall become payable during each of the calendar or fiscal tax years, as the case may be, in which the term of this Agreement terminates, shall be apportioned and prorated between Owner and Management Company in accordance with the respective portions of such tax years during which such Agreement term shall be in effect.

d. Management Company shall have the right to contest or review all such taxes by legal proceedings, or in such other manners as it may deem suitable (which if instituted, Management Company shall conduct promptly at its own cost or expense, and free of any expense to Owner and, if necessary, in the name of and with the cooperation of Owner, and Owner shall execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Management Company shall promptly pay all such taxes if at any time the managed premises or any part thereof shall then be immediately subject to forfeiture, or if Owner shall be subject to any criminal liability, arising out of the nonpayment thereof. The legal proceedings referred to herein shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of a reduction, cancellation or discharge, Management Company shall pay the amount finally levied or assessed against the managed premises or adjudicated to be due or payable on any such contested taxes.

e. Owner covenants and agrees that if there shall be any

refunds or rebates on account of the taxes paid by Management Company under the provisions of this Agreement, such refunds or rebate shall belong to Management Company. Any such refunds received by Owner shall be deemed trust funds and as such are to be received by Owner in trust and paid to Management Company, forthwith. Owner will, upon the request of Management Company, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Management Company such refund or rebate received by Owner. Owner further covenants and agrees on the request of Management Company at any time and from time to time, without cost to Owner, to make application individually (if legally required) or to join in Management Company's application (if legally required), for separate tax assessments for such portion of the managed premises as Management Company shall at any time and from time to time, designate. Owner hereby agrees upon request of Management Company to execute such instruments and to give Management Company such assistance in connection with such application as shall be required by Management Company.

f. Management Company shall pay all city, county, state and federal impact fees.

SECTION 8
CONSTRUCTION OF FACILITY

a. Required Improvements. Management Company shall within SIX (6) months from the date of the execution of this Agreement commence construction and within SIX (6) months from the date of the commencement of construction, construct on the contracted premises at least six (6) professional-quality clay (four lighted) and one (1) composition tennis courts with striping, netting and fencing and a ONE THOUSAND FOUR HUNDRED FORTY (1,440) square foot heated and air-conditioned pro shop and restrooms and parking lot with all required parking.

b. Site Plan Approval. After approval of the Agreement,

Management Company is authorized to act as agent for Owner for the purpose of seeking site plan approval from the County of Volusia and the State of Florida. Management Company shall be responsible for the payment of all fees (including impact fees) relative to the site plan approval, permitting and development process.

c. **Plans and specifications.** On or before September 1, 1997, Management Company shall, at Management Company's sole expense, prepare plans and specifications for construction on the premises of a minimum of six (6) professional-quality clay (four lighted) and one (1) composition tennis courts, with fencing, parking and lighting, a ONE THOUSAND FOUR HUNDRED FORTY (1,440) square foot heated and air-conditioned pro shop with public restrooms, parking lot and such other accessory uses as are commonly found at a tennis complex and are needed to accommodate public utilization and access. Development shall be in accordance with all applicable site plan, land development, environmental, stormwater, lighting, landscaping, parking, handicapped accessibility, building code, fire safety code, and other legal requirements. Such plans and specifications shall be submitted to Owner for Owner's written approval or any revisions required by Owner. Owner shall not unreasonably withhold such approval, and in the event of disapproval, Owner shall give to Management Company an itemized statement of reasons therefor within NINETY (90) days after the plans and specifications are submitted to Owner.

d. **Bond.** Prior to the commencement of any construction on the contracted premises, Management Company shall furnish Owner with a good and sufficient surety or cash bond, letter of credit or check co-signing arrangement guaranteeing the completion of such construction and the payment of all bills therefor. The bond, letter of credit or check co-signing arrangement shall be in a form acceptable to Owner's City Attorney.

e. **Alterations, improvements, and changes permitted.** Management Company shall have the right to make such alterations, improvements, and changes to any building which may from time to

time be on the premises as Management Company may deem necessary, or to replace any such building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any such building, Management Company shall obtain Owner's written approval of plans and specifications therefor, which approval Owner shall not unreasonably withhold, as long as the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or as long as any proposed new building is at least equal in value to the one it is to replace, as the case may be. In the event of disapproval, Owner shall give to Management Company an itemized statement of reasons therefor. If Owner does not disapprove the plans and specifications provided for in this Section within NINETY (90) days after they have been submitted to Owner, such plans and specifications shall be deemed to have been approved by Owner. Management Company will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building. Prior to commencing any work, Management Company shall furnish Owner, on demand, with a good and sufficient surety bond insuring the completion of such work and the payment of all bills therefor.

f. Disposition of new improvements. Any new building constructed by Management Company on the premises, and all alterations, improvements, changes, or additions made in or to such premises shall be the property of Owner.

g. Comply with all laws. Management Company shall familiarize itself with all applicable laws of the State of Florida, Volusia County, and the City of New Smyrna Beach relating to the design and construction of a public facility and shall comply with said laws.

SECTION 9
USES PERMITTED

Management Company may use the contracted premises for a public tennis club and pro shop. Management Company shall not use or permit the managed premises, or any part of such premises, to be used for any purpose or purposes other than the purpose or purposes for which the premises are hereby contracted.

SECTION 10
MANAGEMENT

Management Company shall manage the facility in accordance with a set of written corporation bylaws that shall be reviewed and approved by Owner. No amendment to said bylaws shall become effective until reviewed and approved by Owner.

SECTION 11
BUSINESS PLAN

Management Company shall submit a business plan for the tennis facility prior to the execution of this Agreement that has been reviewed and approved by Owner's auditors (City auditors) for soundness, good business judgement and viability. The client for the review shall be Owner. Management Company shall pay the cost of the review.

SECTION 12
DISCRIMINATION

Management Company, as a part of the consideration hereof, does hereby agree that (a) no person on the grounds of race, sex, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said contracted premises, and (b) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, sex, color,

or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

In the event of breach of any of the above nondiscrimination provisions of this Section, Owner shall have the right to terminate this Agreement.

SECTION 13
HOURS OF OPERATION

Management Company shall operate the tennis club located on the contracted premises such that it is open to members and the public, in good weather, at least eight hours a day, every day of the year, except Christmas Day. The tennis club shall not open before 7:30 a.m. and shall close by 9:30 p.m. each day or upon completion of league play. Final matches of the day shall start no later than 7:15 p.m.

SECTION 14
PUBLIC ACCESS

No resident of the City of New Smyrna Beach may be denied membership in the tennis facility or the right to play at the tennis facility as a nonmember. Nonmembers shall have the same right as members to reserve and use the tennis courts constructed on the contracted premises. No preference shall be given to members to reserve or use the tennis courts constructed on the premises contracted to be managed by Management Company. All play (both reserved and non-reserved) at the tennis facility shall be on a first-come-first-served basis. Management Company may take reservations for tennis courts up to forty-eight (48) hours in advance. The Management Company may not take reservations for tennis courts more than forty-eight (48) hours in advance. Management Company shall use a reservation system that tracks the number of times, days of the week, and the time of day individuals use the tennis courts and shall control the usage of the tennis courts by individuals to ensure that everyone desiring to use the

tennis courts gets an equal chance in number of times, days of the week and time of day to use the courts.

Notwithstanding the preceding paragraph:

a. League Play. Management Company may conduct league play on the contracted premises and may reserve the courts for that purpose.

b. Public Play. During times that league play is occurring at the contracted premises, Management Company shall maintain two courts for use by members and the public not participating in the league play activity (one of the courts may be a Challenge/Round-Robin Court).

c. Pro Court. Management Company may reserve one court, all day, seven days a week as a pro court for Management Company's tennis professional to give tennis lessons. The pro court shall be available for play on a first-come-first-served basis as set forth in the preceding paragraph when it is not being used for tennis lessons.

d. Challenge/Round-Robin Court. Management Company may reserve one court, all day, seven days a week as a tennis court to be used for challenge/round-robin tennis matches. The challenge/round-robin court shall be available for play on a first-come-first-served basis as set forth in the preceding paragraph when it is not being used for challenge or round-robin tennis matches.

SECTION 15
INDEMNIFICATION OF OWNER

Management Company shall keep, protect and save Owner harmless of any loss, costs or expenses of any sort or nature, and from any liability to any person natural or artificial, on account of any damage to persons or property arising out of any failure of

Management Company to comply with and perform any of the requirements and provisions set forth in the Agreement. Management Company further agrees to hold harmless from and to indemnify Owner against any and all claims made by anyone injured or otherwise damaged while in or about the premises whether occasioned by Owner's fault or otherwise except those claims arising from the act or acts of Owner or its employees.

SECTION 16
INSURANCE

a. Fire and Casualty Insurance. Management Company hereby agrees at all times during the term hereof, at Management Company's own cost and expense, to obtain and maintain and keep in force, fire and extended coverage, vandalism and malicious mischief insurance on the building and other permanent improvements hereunder of no less than ONE HUNDRED PERCENT (100%) replacement value.

b. Liability Insurance. Management Company hereby agrees, at all times during the term hereof at Management Company's own cost and expense, to obtain and maintain and keep in force comprehensive general public liability insurance against the claims for personal injury, death or property damage occurring in, on or about the managed premises or on an occurrence basis with aggregate single limit coverage in an amount not less than, whichever is greater: (i) ONE MILLION DOLLARS ($1,000,000) for bodily injury, personal injury (including death) and ONE MILLION DOLLARS ($1,000,000) with respect to damage to property; or (ii) an amount that is considered in the insurance industry as commercially reasonable to cover all reasonably-foreseeable claims for the uses intended by Management Company for the contracted premises.

c. Workers Compensation Insurance. Management Company shall purchase workers compensation insurance for all employees as required by Florida law and present proof of said insurance to Owner's City Manager upon demand.

d. **Notice of Cancellation.** Management Company agrees that all of the above-noted insurance shall be noncancellable without ten (10) days' written notice to Owner. Management Company and Owner further covenant and agree that the insurance required to be carried hereunder shall name Owner's lenders, if any, as additional insureds as their interests appear.

e. **Acts Causing Cancellation.** No use shall be made or permitted to be made of the premises, or acts done, that will cause a cancellation of any insurance policy covering any building(s) located on the premises, or any part of the premises; nor shall Management Company sell, or permit to be kept, used, or sold, in or about the premises, any article prohibited by the standard form of fire insurance policies. Management Company shall, at its sole cost, comply with all requirements, pertaining to the managed premises, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the managed premises.

SECTION 17
MAINTENANCE OF PREMISES

Management Company agrees, at its own expense, to maintain the contracted premises, curtilage, and appurtenances to such premises in good repair, and in excellent condition.

Management Company shall maintain the facility constructed by Management Company upon the contracted premises. Owner shall have the right to inspect the facility at all reasonable times upon the contracted premises. In the event said facility is not maintained in accordance with the best management and maintenance practices during the term of the Agreement, Owner shall notify Management Company in writing of said failure to maintain. Failure of Management Company to correct the maintenance of the facility within THIRTY (30) days shall be deemed a default of this Agreement.

SECTION 18
WASTE AND NUISANCE PROHIBITED

During the term of this Agreement, Management Company shall comply with all applicable laws affecting the managed premises, the breach of which might result in any penalty on Owner or forfeiture of Owner's title to the premises. Management Company shall not commit or suffer to be committed any waste on the managed premises, or any nuisance.

SECTION 19
ENVIRONMENTAL CONTAMINATION

For the purposes of this Agreement, the term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions, and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Super Funded Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules and Regulations of the Environmental Protection Agency, and Rules and Regulations of the Florida Department of Environmental Regulations, the Florida Department of Natural Resources, and the St. Johns River Water Management District.

Management Company agrees, to the extent allowed by law, to assume all risks involved and to be fully responsible for the safety of its servants, agents, contractors, and employees, hereby releasing, saving and discharging Owner, its successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of employees, or loss of or damage to personal property, and hereby assumes full responsibility for any accident, death, dismemberment, temporary or permanent

disability, resulting to any servants, agents, or designated employees as a result of the authorization granted by this Agreement.

Management Company further agrees, to the extent allowed by law, to indemnify and hold harmless Owner, its successors or assigns, from any liability, cost and expenses, including attorneys' fees, due to injury to or death of any person or persons, whosoever, including employees, agents or representatives of the parties hereto, or third persons, or for any loss or damage to property arising from or in connection with the use of occupancy of Owner's property, or from ingress or egress from this property.

Should Management Company engage any other party to perform this work, the responsibilities of Management Company shall be equally applicable should any property damage, injury or death occur to any person or persons as a result of actions of that third party.

The indemnity shall be limited by applicable law.

If Management Company discovers any toxic or hazardous substances or wastes on or contaminating the property above levels which exceed the allowable levels as set forth in current environmental laws, Management Company shall notify Owner, in writing, within TEN (10) days of such discovery. Such notice shall contain copies of any and all reports received from Management Company's environmental consultants, contractors, agents, or employees. Owner, at its option, may clean up said toxic or hazardous substances, or wastes as required by environmental law, or Owner may cancel this Agreement, whereupon Management Company and Owner shall be recontracted as to one another as to all further obligations under this Agreement within NINETY (90) days from the effective date.

After NINETY (90) days of the effective date of this Agreement, Owner shall have no further responsibility with respect

to any toxic or hazardous substance or waste contaminating the subject property as defined by environmental law other than statutorily-defined liability for any such contamination caused in whole or in part by Owner.

Should Management Company recontract any toxic waste or hazardous substances within the meaning of the term "environmental laws" as stated herein or as may be amended from time to time, Management Company shall be held liable and shall take "remedial action" and "remove" such toxic waste or hazardous substances in accordance with environmental laws. Management Company shall submit to Owner, prior to taking possession of any toxic wastes or hazardous substances at the contracted premises, a written plan for the storage, use and disposal of said products. Such plan shall be in compliance with all environmental laws. Owner shall have the right to enter upon the premises to inspect the books and records and property of Management Company to insure that said products are being stored, used, and disposed of in accordance with said environmental laws.

SECTION 20
OWNER'S RIGHT OF INSPECTION

Management Company shall permit Owner and the agents and employees of Owner to enter into and upon the managed premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of consideration and without any liability to Management Company for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Management Company shall also permit Owner and its agents and employees, at any time within the last TWO (2) years prior to the expiration of this Agreement, to place on the premises any usual or ordinary "To Let" or "To Contract" signs and exhibit the premises to prospective tenants at reasonable hours.

SECTION 21
DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

If the improvements on said premises shall be damaged or rendered unusable by fire or other casualty, Management Company shall, within sixty (60) days from the date of such damage or destruction, commence to repair or replace said improvements and the same shall be completed with due diligence. Management Company covenants and agrees that in the event of destruction or damage of the building or improvements or any part thereof, and as often as any building or improvement on said premises shall be destroyed or damaged by fire, windstorm or other casualty, Management Company shall rebuild and repair the same in such manner that the buildings, or improvements so rebuilt and repaired shall be of at least the same value as the building or improvements upon the managed premises immediately prior to such damage or destruction.

SECTION 22
UTILITIES

Management Company shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this Agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises. Owner shall have no responsibility of any kind for any of such costs and expenses.

SECTION 23
LIENS

a. Management Company's duty to keep premises free of liens. Management Company shall keep all of the premises, all improvements constructed on the contracted premises and every part of the premises and all buildings and other improvements at any time

located on the premises and all fixtures, furnishings and equipment used to operate the tennis facility on the contracted premises free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Management Company, any alteration, improvement, or repairs or additions which Management Company may make or permit or cause to be made, or any work or construction, by, for, or permitted by Management Company on or about the premises, or any obligations of any kind incurred by Management Company. Management Company shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify Owner and all of the premises and all buildings and improvements on the premises against all such liens and claims of liens and suits or other proceedings pertaining thereto. Management Company shall give Owner written notice no less than NINETY (90) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of ONE THOUSAND DOLLARS ($1,000.00) in order that Owner may post appropriate notices of Owner's non-responsibility.

b. Contesting liens. If Management Company desires to contest any such lien, it shall notify Owner of its intention to do so within TWENTY (20) days after the filing of such lien. In such case, and provided that Management Company shall on demand protect Owner by a good and sufficient surety bond against any such lien and any cost, liability, or damage arising out of such contest, Management Company shall not be in default under this Agreement until TWENTY (20) days after the final determination of the validity of the lien, within which time Management Company shall satisfy and discharge such lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Management Company under this Agreement. In the event of any such contest, Management Company shall protect and indemnify Owner against all loss,

expense, and damage resulting from such contest.

SECTION 24
CANCELLATION BY OWNER

Owner may cancel this Agreement, without forfeiture, waiver or recontract of Owner's right to any sum of money due or to become due under the provisions hereof upon or after the happening of any one or more of the following events:

a. The appointment of a receiver of Management Company's assets.

b. Any assignment made by Management Company for the benefit of creditors.

c. The default by Management Company in the performance or nonperformance of any covenant or agreement herein required and the failure of Management Company to remedy such default for a period of THIRTY (30) days after receipt from Owner of a written notice to remedy the same.

d. Management Company's failure to complete the improvements subscribed in this Agreement within ONE (1) year of execution of this Agreement.

SECTION 25
CANCELLATION BY MANAGEMENT COMPANY

Management Company may cancel this Agreement and terminate any or all of its obligations hereunder upon or after the default by Owner in the performance of any covenant or agreement required to be performed by Owner and the failure of Owner to remedy such default within THIRTY (30) days after receipt of written notice by Management Company to remedy the same.

SECTION 26
BANKRUPTCY

Should Management Company make an assignment for the benefit of creditors, file for voluntary bankruptcy or be adjudicated bankrupt, such action shall constitute a breach of this Agreement for which Owner, at its option, may terminate all rights of Management Company or its successors in interest under this Agreement.

SECTION 27
ASSIGNMENT

Management Company may not transfer or assign this Agreement without Owner's written consent.

SECTION 28
PROHIBITION OF INVOLUNTARY ASSIGNMENT

This Agreement shall not be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise, or intestate succession). Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

SECTION 29
NOTICE OF DEFAULT

Management Company shall not be deemed to be in default under this Agreement in the payment of consideration or the payment of any other moneys as herein required or in the furnishing of any bond or insurance policy when required herein unless Owner shall first give to Management Company TEN (10) days' written notice of such default and Management Company fails to cure such default within such THIRTY (30) days.

Management Company shall not be deemed to be in default under this Agreement unless Owner shall first give to Management Company TEN (10) days' written notice of such default, and Management Company fails to cure such default within such THIRTY (30) day period or, if the default is of such a nature that it cannot be cured within THIRTY (30) days, Management Company fails to commence to cure such default within such period of THIRTY (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

SECTION 30
OWNER'S RIGHT TO PERFORM

In the event that Management Company, by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default under this Agreement and such failure shall continue for a period of THIRTY (30) days after written notice from Owner specifying the nature of the act or thing to be done or performed, then Owner may, but shall not be required to do, or perform or cause to be done or performed such act or thing (entering on the managed premises for such purposes, if Owner shall so elect), and Owner shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Management Company on account thereof, and Management Company shall repay to Owner on demand the entire expense thereof, including compensation to the agents and employees of Owner. Any act or thing done by Owner pursuant to the provisions of this Section shall not be or be construed as a waiver of any such default by Management Company, or as a waiver of any covenant, term, or condition herein contained or the performance thereof, or of any other right or remedy of Owner, hereunder or otherwise. All amounts payable by Management Company to Owner under any of the provisions of this Agreement, if not paid when the amounts become due as in this Agreement provided, shall bear interest from the date they become due until paid at the then-current Prime Rate plus TWO (2) percent per annum, compounded annually, as reported in the Wall Street Journal of the date of performance by Owner of

Management Company obligation.

SECTION 31
CONDEMNATION

If the whole of the contracted premises or such portion thereof as will make the premises unusable for the purpose herein contracted, be condemned by any legally-constituted authority for any public use or purposes, then in either of the said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities and consideration shall be accounted for as between Owner and Management Company as of that date. If only a portion of the premises is taken so as not to render the premises unusable, this Agreement shall continue in force as to the remaining portion of the contracted premises and in such event the consideration thereafter payable by Management Company shall be adjusted and prorated in the exact ratio which the value of the premises remaining after such condemnation bears to the value of the premises immediately preceding the condemnation and Owner shall, at its own expense, make such repairs and alterations made necessary by condemnation. It is further understood and agreed that Management Company shall not have any rights in any award made by the condemnation authority.

SECTION 32
SURRENDER OF AGREEMENT

The voluntary or other surrender of this Agreement by Management Company, or a mutual cancellation of this Agreement, shall not work a merger, and shall, at the option of Owner, terminate all or any existing subcontracts, or may, at the option of Owner, operate as an assignment to it of any or all such subcontracts or subtenancies.

SECTION 33
SURRENDER OF PREMISES

Management Company shall, after the last day of the term or any extension thereof, or upon any earlier termination of such term, surrender and yield up to Owner the building and other improvements on the contracted premises in good order, condition and state of repair.

SECTION 34
WAIVER

The waiver by Owner of, or the failure of Owner to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition therein contained. The subsequent acceptance of consideration under this Agreement by Owner shall not be deemed to be a waiver of any preceding breach by Management Company of any term, covenant, or condition of this Agreement, other than the failure of Management Company to pay the particular consideration so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such consideration.

SECTION 35
PARTIES BOUND

The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns, and shall run with the land; and where more than one party shall be Owner or Management Company under this Agreement, the word "Owner" or "Management Company" whenever used in this Agreement shall be deemed to include all Owners or Management Companies jointly and severally.

SECTION 36
TIME OF THE ESSENCE

Time is of the essence of this Agreement, and of each and every covenant, term, condition, and provision of this Agreement.

SECTION 37
REMEDIES CUMULATIVE

All remedies conferred on Owner shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION 38
SECTION CAPTIONS

The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Sections of this Agreement or in any way affect this Agreement.

SECTION 39
NOT A PARTNERSHIP OR JOINT VENTURE

This Agreement shall not create a public/private partnership or joint venture between Owner and Management Company. Nothing contained in this Agreement, nor any act of Owner or Management Company, shall be deemed or constructed by either party hereto or by third persons to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Owner and Management Company. Management Company shall in no way hold itself out, or make any representations whatsoever that it has a partnership or joint venture relationship with Owner.

SECTION 40
ILLEGALITY

Management Company, in the design, construction and operation of this public tennis facility, shall comply with all current and future laws, rules and regulations of the United States of America, the State of Florida, Volusia County, and the City of New Smyrna Beach.

SECTION 41
COMPLETE AGREEMENT

This Agreement contains a complete expression of the agreement between the parties and there are no premises, representations or inducements except such as are herein provided.

SECTION 42
SEVERABILITY

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 43
ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any consideration under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the managed premises, the prevailing party shall be

entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION 44
SERVICE OF NOTICE

Every notice, approval, consent or other communication authorized to be required by this Agreement shall not be effective unless the same shall be in writing and delivered either in person or sent postage prepaid by United States registered or certified mail, return receipt requested, and (a) if intended for Owner shall be addressed to:

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

and (b) if intended for Management Company shall be addressed to:

The Racquet Tennis Center, Inc.
P. O. Box 1805
New Smyrna Beach, Florida 32170

or such other address as either party may designate by notice given from time to time in accordance with this Section. Any notice given in accordance with the provisions of this Section shall be deemed to have been given as of the date such notice shall have been placed in the United States postal service. The consideration payable to Management Company hereunder shall be paid to Owner at the same place where a notice to Owner is hereby required to be directed.

WITNESS our hands and seals this 20th day of August, 1997.

Owner:

(City Seal)

CITY OF NEW SMYRNA BEACH,
a municipal corporation

BY: _____
James L. Vandergrifft, Mayor

ATTEST:

_____
John E. Hagood,
Acting City Clerk

Executed in the presence of:

Witness #1:

_____
(Type Name) Rhonda MJ Haynes

Witness #2:

_____
(Type Name) Raquel Mabry

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear James L. Vandergrifft and John E. Hagood, Mayor and Acting City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and as such Acting City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Management Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and seal this 20th day of August, 1997.

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
SANDRA S SMITH
COMMISSION NUMBER
CC437561
MY COMMISSION EXP.
FEB. 7,1999

Sandra S. Smith
Notary Public

Management Company:

THE RACQUET TENNIS CENTER, INC.,
a Municipal Corporation

BY: James H. Poteet
James H. Poteet, President

Executed in the presence of:

Witness #1:

Sandra S. Smith

(Type Name) Sandra S. Smith

Witness #2:

Rhonda MJ Haynes

(Type Name) Rhonda MJ Haynes

STATE OF FLORIDA,)
COUNTY OF VOLUSIA)

The foregoing Management Agreement was acknowledged before me by James H. Poteet, President of The Racquet Tennis Center, Inc., for and on behalf of the corporation.

WITNESS my hand and seal this 19th day of August, 1997.

Janice L Brandt

Notary Public

JANICE L. BRANDT
MY COMMISSION # CC344084 EXPIRES
January 25, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

APPROVED AS TO FORM AND CORRECTNESS:



EDWARD H. BEAZLEY, JR.

DATE: August 14, 1997

EXHIBIT "A"

A portion of the Southeast ¼ of Section 26, Township 17 South; Range 33 East and being more particularly described as follows: As a point of reference commence at the Northwest corner of Lot 1, Annice Subdivision, according to plat thereof recorded in Map Book 8, Page 281, of the Public Records of Volusia County, Florida; thence S 89° 57' 41" E along the north line of said Lot 1, a distance of 100.00 feet for the POINT OF BEGINNING; thence N 00° 44' 38" E, a distance of 635.15 feet to a point on the southerly line of Paige Avenue, a proposed 60 foot R/W; thence N 89° 51' 58" E along said southerly line, a distance of 455.48 feet; thence S 00° 16' 44" E, a distance of 636.49 feet; thence N 89° 57' 41" W, a distance of 466.82 feet to the Point of Beginning. Containing 6.73 acres more or less.

PROPOSED RATES FOR THE RACQUET TENNIS CENTER

Quarterly Rates

Full Family (husband, wife and children under 18)	$150/quarter
Full Single	$ 90/quarter
Junior (18 & under)	$ 40/quarter

Seasonal Rates

Full Family	$ 80/month
Full Family	$ 40/week
Single	$ 50/month
Single	$ 25/week

Daily Rates - (2 hour slot)

Adult	$ 8/day
Junior	$ 5/day

Yearly Rates

Family	$550
Single	$320
Junior	$120

EXHIBIT

"B"

City of New Smyrna Beach

TO: Parks and Recreation Board Members

FROM: Marilyn A. Stephens, Chairperson

DATE: December 2, 2010

SUBJECT: Parks & Recreation Board Meeting – December 9, 2010

Dear Board Member,

Please review the agenda for the regular meeting of the Parks & Recreation Board, which has been scheduled for **Thursday, December 9, 2010 at 6:00pm.** The meeting will be conducted at the **Babe James Center, 201 N. Myrtle Avenue.** Please phone the **Parks & Recreation Office** at **(386) 424-2175** to confirm your attendance. The agenda is as follows:

1. Roll Call.
2. Minutes
3. Approval of Minutes 9/27/10
4. Old Business
5. New Business.
   A. Racquet Tennis Center Lease Renewal
   B. Pettis Park Pavilion Rules and Fee
   C. Event Banner Fees
6. Parks and Recreation Director.
7. Board Members.
8. Announcements.
9. Adjournment.

_____

Marilyn A. Stephens, Chairperson
Parks & Recreation Board

MAS:tk

cc: Pam Brangaccio, City Manager
Khalid Resheidat, Asst. City Manager
Elizabeth R. Yancey, Parks & Recreation Director
Johnny Bledsoe, City Clerk
Kimla Shelton, Program Coordinator
Members of the Press
Debra Fernandez
Bruce Henry
Montez James
Larry Kraker
Steven Lyon
Rory Lundberg
Rebecca Murphy
Luise Smith

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Parks & Recreation office in person at 1000 Live Oak Street or by mail at 210 Sams Avenue, New Smyrna Beach, FL 32168, or call (386) 424-2175, prior to the meeting.

AGENDA ITEM SUMMARY

Department Making Request: Parks & Recreation

Meeting Date: 1st Reading: January 11, 2010 2nd Reading:

Action Item Title: Extension of Lease for Racquet Tennis Center

Agenda Section: Consent __X___ Public Hearing _____ Special Items _____

Summary Explanation and Background:

At the December 9, 2010 regular meeting of the Parks & Recreation Board the board made a recommendation to grant a ten year extension to the Racquet Tennis Center for the operational agreement the Racquet Tennis Center board has with the City of New Smyrna Beach. This would allow them to continue to maintain and operate the tennis facility through October 2025. The present agreement expires in 2015.

Recommended Action/Motion:
Approval of this recommendation to extend the lease agreement.

Funding Analysis: Budgeted _____ If not budgeted, recommended funding account:
No anticipated impact to the budget

Exhibits Attached:
Letter of recommendation by the Parks & Recreation Board

Reviewed By:	Name	Signature
Parks & Rec. Director	Elizabeth R. Yancey	
Asst. City Manager	Khalid Resheidat	
Finance Director	Althea Philord	
City Attorney	Frank Gummey	
City Manager	Pam Brangaccio	

Commission Action:

CITY OF NEW SMYRNA BEACH
CITY COMMISSION REGULAR MEETING
SUMMARY OF ACTION

TUESDAY, JANUARY 11, 2011 – 6:30 P.M.

CITY COMMISSION CHAMBER, CITY HALL, 210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA

I. Call to Order/Roll Call:

II. Invocation/Pledge of Allegiance:
Police Department Chaplain Thomas Burleson was present and gave the invocation.

III. Approval of the Agenda: No action.

IV. Announcements/Presentations/Recognition: No action.

V. Mayor and Commission Reports:
Staff directed to draft a letter for the Mayor's signature, to the Mayor of Brooksville, Florida, regarding the City's stance regarding the use of Surety Bonds related to the development of subdivisions.

VI. Consent Agenda (Approval of Minutes/Routine Resolutions):

A. Approval of Minutes – Approve the minutes of the regular meetings held August 24, 2010, September 14, 2010 and September 28, 2010; and, special meeting held September 28, 2010.

Approved as submitted.

B. Annual Training and Pistol Range Agreements – Approve the Annual Training and Pistol Range Agreements with the City of Daytona Beach Shores, City of South Daytona, and Flagler County Sheriff's Department.

Approved as submitted.

C. Lease Extension – The Racquet Tennis Center, Inc. – Approve the Second Modification to Management Agreement with The Racquet Tennis Center, Inc. If approved, the existing agreement would be extended from October 2015 to October 2025.

Approved as amended to require the The Racquet Tennis Center to submit to the City an annual financial statement. Staff was further directed to place a link on the City website for the tennis center.

D. Sunshine State Officials Association Contract – Approve entering into a contract with Sunshine State Officials Association Employment Agency to facilitate the payment of sports officials for youth and adult softball, baseball, flag football and dodge ball for the period January through September 2011. If approved, further request approval of a blanket purchase order in the amount of $31,763, as budgeted, to facilitate payment.

Approved as submitted.

E. Purchase of Telephone Network Equipment – Approve the purchase of additional equipment required to complete the Voice Over IP Telephone System at the new Police Department facility. If approved, the equipment will be purchased from Empire Computing, Daytona Beach, Florida at a budgeted cost of $24,460.50.

Approved as submitted.

F. Contract for Janitorial Services – Approve the award of contract for Janitorial Services to Jan Pro Cleaning Systems, Daytona Beach, Florida, for a term of one year with two one-year renewals, commencing February 1, 2011 at a budgeted costs of $35,436.

Approved as submitted.

G. Reimbursement of Tax Overpayment – Approve the payment of $34,815.91 to Volusia County for reimbursement of the overpayment of taxes paid on five parcels, as a result of a stipulation of dismissal litigation.

Approved as submitted.

H. Change Order No. 1 – Orange Street Streetscape and Parking Lot Improvements Project – Approve Change Order No. 1 for Masci Corporation to perform added items of work, as required for a Florida Department of Transportation Utility Permit, for a budgeted amount of $15,365.01.

Approved as submitted.

I. Demolition of Old Police/Fire Properties on Industrial Park Avenue – Approve entering into a contract with DBI Demolition for the demolition of all buildings on the old police/fire department facilities on Industrial Park Avenue, at a cost of $46,410.04.

Approved as submitted.

J. "Citizen of the Year" Nomination Process – Approve the form and process for the submission of nominations for New Smyrna Beach "Citizen of the Year" to the Volusia League of Cities.

Approved as submitted.

K. Special Events/Street Closure Requests – Consider approval of the following requests for special events, street closure and other City in-kind services. The City Special Events Committee has recommended approval of each request as indicated:

1. Southeast Volusia Chamber of Commerce Home Show and Business Expo – Approve the conduct of the Southeast Volusia Chamber of Commerce Home Show and Business Expo on Saturday, January 22, 2011 from 4 am to 7 pm, and identified in-kind services. Further approve the closure of a portion of Canal Street from Orange Street to Magnolia Avenue from 4 am to 7 pm.

Approved as submitted.

2. "Go Dog Go" 5K Run, Dog Dash and Pet Walk – Approve the conduct of the "Go Dog Go" 5K Run, Dog Dash and Pet Walk, as hosted by the Southeast Volusia Humane Society, on Saturday, January 22, 2011 from 6 am to 2 pm, with a rolling barricade, security and traffic control provided at no cost to the City.

Approved as submitted.

3. IMAGES: A Festival of the Arts – Approve the conduct of the Annual Images; A Festival of the Arts during the period January 28, 29 and 30, 2011, and agreed upon in-kind services. Further approve the closure of a portion of Riverside Drive and Canal Street from Anderson Street to west of Magnolia Avenue from 12 p.m. Friday, January 28, 2011 to 10 p.m., Sunday, January 30, 2011.

Approved as submitted.

4. Black Heritage Festival – Approve the conduct of the Annual Black Heritage Festival during the period February 4, 5 and 6, 2011, and associated increased police patrols in the area. The event will be conducted at Pettis Park and the Black Heritage Museum, and will operate from 10 am to 9 pm daily.

Approved as submitted.

5. "Heart 2 Heart" Fitness Challenge – Approve the conduct of the Heart 2 Heart Fitness Challenge and associated 5K Run, as hosted by the Grassroots Giving organization, on Saturday, February 12, 2011 from 7 am to 11 am, with a rolling barricade, security and traffic control provided at no cost to the City.

Approved as submitted.

L. Resolution No. 01-11 – Consider adoption of a resolution recommending that HIHO, LLC be approved as a Qualified Target Industry Business, and requesting a waiver of local financial support.

Adopted as submitted.

M. Resolution No. 02-11 – Consider adoption of a resolution initiating an Interlocal Service Boundary Agreement with Volusia County, and waiving all associated fees for affected property owners.

Adopted as submitted.

N. New Smyrna Beach Fitness Loop – Consider approval of staff's recommended "Fitness Loop" as required in the adopted CRA Master Plan Update, and associated signage concept.

Approved as submitted.

VII. Ordinances – Second Reading and Public Hearings:

Ordinance No. 62-10 – Conduct the second reading and final public hearing of an ordinance, which if adopted, would rezone approximately 135 acres, located south of Turnbull Bay Road and west of Tionia Road, from Residential Planned Unit Development (RPUD) and Conservation (C), to Planned Unit Development (PUD) zoning district, as well as, approving the Sugar Mill Estates Planned Unit Development Master Development Agreement, and Conceptual Development Plan. The Planning and Zoning Board, at its meeting on November 1, 2010, unanimously recommended City Commission approval. **At its meeting on December 14, 2010, the City Commission unanimously approved this ordinance on first reading, as moved by Commissioner Reiker and seconded by Commissioner Grasty.**

Adopted as submitted.

VIII. Public Participation: No action.

IX. Ordinances – First Reading:

A. Ordinance No. 01-11 – Conduct the first reading of an ordinance, which if adopted, would amend the *Land Development Regulations* by expanding the Community Redevelopment Agency Special Parking District. The Planning and Zoning Board, at its meeting on December 6, 2010, unanimously recommended City Commission approval.

Approved on First Reading, as amended to include the Dunn Lumber property, and to establish a sunset provision to coincide with the sunset of the Community Redevelopment Agency. Second reading and public hearing scheduled for the regular meeting on February 8, 2011.

B. Ordinance No. 02-11 – Conduct the first reading of an ordinance, which if adopted, would amend the *Land Development Regulations* to consider as buildable any lot platted as part of a recorded subdivision providing that zoning district requirements are met. The Planning and Zoning Board, at its meeting on December 6, 2010, unanimously recommended City Commission approval.

Deferred for future consideration.

C. Ordinance No. 03-11 – Conduct the first reading of an ordinance, which if adopted, would amend Ordinance Nos. 40-10, 61-10 and 65-10, Current Expenses and Capital Outlay required by the City of New Smyrna Beach during and for the Fiscal Year ending September 30, 2011.

Approved on First Reading, as recommended. Second reading and public hearing scheduled for the regular meeting on February 8, 2011.

X. Administrative Items/New Business:

A. Policies Regarding Covered Platforms and Upper Decks on Docks – For discussion and direction to staff regarding whether the policies regarding second story decks above boat slips and covered terminal platforms should be changed.

Staff directed to move forward to codify existing policies.

B. Florida Communities Trust Grant Applications – For discussion and direction to staff regarding grant application submission for any or all of three potential properties.

Staff directed to move forward with plans to submit applications as recommended.

XI. Boards and Commissions:

A. Building Trades Board – Appoint two members to the Building Trades Board to fill three-year terms to expire January 1, 2014. The terms of members William Cowherd and Paul Heer expired January 1, 2011.

Members Cowherd and Heer were reappointed to 3-year terms to expire January 1, 2014.

B. Community Redevelopment Agency – Accept the resignation of member Cynthia Lybrand, effective December 31, 2010, and appoint one member to fill her unexpired term, which will expire June 11, 2011.

Accepted, with regrets, the resignation of Cynthia Lybrand, and appointed James Peterson to fill her unexpired term that will expire June 11, 2011.

C. Fire Pension Board – Consider approval of the appointment of David Newell as a member of the Fire Pension Board, as made by the Fire Pension Board at its meeting on December 16, 2010. If approved, Mr. Newell will fill a vacant seat with a term to expire November 1, 2012.

Approved as recommended.

XII. City Manager's Report: No action.

XIII. City Clerk's Report: No action.

XIV. City Attorney's Report: No action.

XV. Adjournment:

8:34 p.m.

MODIFICATION TO MANAGEMENT AGREEMENT

The management agreement made and entered into on the 20th day of August, 1997, between the CITY OF NEW SMYRNA BEACH, a municipal corporation with offices located at 210 Sams Avenue, New Smyrna Beach, Florida 32168 ("Lessor"), and THE RACQUET TENNIS CENTER, INC., a Florida corporation, with offices located at 2640 Paige Avenue, New Smyrna Beach, Florida 32168 ("Lessee") is hereby modified and amended as hereinafter described:

SECTION 4, TERM OF MANAGEMENT AGREEMENT is hereby modified to read as follows:

> The ~~initial~~ term of this Agreement shall be for ~~TWELVE (12)~~ EIGHTEEN (18) years, commencing at midnight on September 1, 1997, and ending at midnight on August 31, ~~2009~~ 2015. As used herein, the expression "term of this Agreement" refers to such initial term and to any renewal of the initial term as provided in this Agreement.

Except as above modified, all terms and conditions of the Management Agreement entered into on the 20th day of August, 1997, between the City of New Smyrna Beach and The Racquet Tennis Center, Inc., shall remain unchanged and in full force and effect.

IN WITNESS, the parties have executed this Modification to Management Agreement on the 28th day of August, 2003, the City of New Smyrna Beach, by its Mayor, by authority given.

OWNER:

CITY OF NEW SMYRNA BEACH, a Florida municipal corporation

By:

James L. Vandergrifft

James L. Vandergrifft
Mayor

(City Seal)

Attest:

Jan E. Hagood

John E. Hagood
Acting City Clerk

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear James L. Vandergrifft and John E. Hagood, Mayor and Acting City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and as such Acting City Clerk, and for and on behalf of the City of New smyrna Beach, each signed the foregoing Modification to Management Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and seal this 25th day of August, 2003.

Janice L. Brandt

(Official Stamp or Seal) Notary Public

Janice L Brandt
MY COMMISSION # DD084835 EXPIRES
January 25, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

MANAGEMENT COMPANY:

THE RACQUET TENNIS CENTER, INC.,
a Florida corporation

By: Ben Burnette

Ben Burnette
President

(Corporate Seal)

Attest:

Eva B Hiles

Printed Name: EVA B HILES
Title: Treasurer

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

The foregoing Modification to Management Agreement was acknowledged before me by Ben Burnette as President of The Racquet Tennis Center, Inc., for and on behalf of the corporation.

WITNESS my hand and seal this 28th day of August, 2003.

Janice L. Brandt
Notary Public

(Official Stamp or Seal)

Janice L. Brandt
MY COMMISSION # DD084835 EXPIRES
January 25, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

APPROVED AS TO FORM AND CORRECTNESS

EDWARD H. BEAZLEY, JR.
City Attorney

Date: Sept 4, 2003

SECOND MODIFICATION TO MANAGEMENT AGREEMENT

The management agreement made and entered into on the 20th day of August, 1997, and modified August 28, 2003, between the CITY OF NEW SMYRNA BEACH, a municipal corporation with offices located at 210 Sams Avenue, New Smyrna Beach, Florida 32168 ("Lessor"), and THE RACQUET TENNIS CENTER, INC., a Florida corporation, with offices located at 2640 Paige Avenue, New Smyrna Beach, Florida 32168 ("Lessee") is hereby modified and amended as hereinafter described:

SECTION 4, TERM OF MANAGEMENT AGREEMENT, is hereby modified to read as follows:

> The ~~initial~~ term of this Agreement shall be for ~~**EIGHTEEN (18)**~~ **TWENTY EIGHT (28)** years, commencing at midnight on September 1, 1997, and ending at midnight on August 31, ~~**2015**~~ **2025**. As used herein, the expression "term of this Agreement" refers to such initial term and to any renewal of the initial term as provided in this Agreement.

SECTION 11, BUSINESS PLAN, is hereby modified to read as follows:

> Management Company shall submit a business plan for the tennis facility prior to the execution fo this Agreement that has been reviewed and approved by Owner's auditors (City auditors) for soundness, good business judgement and viability. The client for the review shall be the Owner. Management Company shall pay the cost of the review. **Management Company shall submit to Owner no later than April 15 of each year an annual financial statement for the previous year.**

Except as above modified, all terms and conditions of the Management Agreement entered into on the 20th day of August, 1997, and modified August 28, 2003, between the City of New Smyrna Beach and The Racquet Tennis Center, Inc., shall remain unchanged and in full force and effect.

Original to City Clerk
1/12/11

IN WITNESS, the parties have executed this Modification to Management Agreement on the _____ day of _____, 2011, the City of New Smyrna Beach, by its Mayor, by authority given.

OWNER:

CITY OF NEW SMYRNA BEACH, a Florida municipal corporation

By:

(City Seal)

_____
ADAM BARRINGER
Mayor

Attest:

_____
Johnny R. Bledsoe
City Clerk

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear Adam Barringer and Johnny R. Bledsoe, Mayor and City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and as such City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Modification to Management Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and seal this _____ day of _____, 2011.

(Official Stamp or Seal)

_____
Notary Public

MANAGEMENT COMPANY:

THE RACQUET TENNIS CENTER, INC., a Florida corporation

By:

(Corporate Seal)

RON SAUTTER
President

Attest:

Printed Name:_____
Title:_____

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

The foregoing Modification to Management Agreement was acknowledged before me by Ron Sautter as President of The Racquet Tennis Center, Inc., for and on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 2011.

(Official Stamp or Seal)

Notary Public

APPROVED AS TO FORM AND CORRECTNESS

FRANK B. GUMMEY, III
City Attorney

Date: _____

THIRD MODIFICATION TO MANAGEMENT AGREEMENT

The management agreement made and entered into on the 20th day of August, 1997, and modified August 28, 2003 and January 11, 2011, between CITY OF NEW SMYRNA BEACH, a municipal corporation, 210 Sams Avenue, New Smyrna Beach, Florida 32168 ("Lessor"), and THE RACQUET TENNIS CENTER, INC., a Florida corporation, 2640 Paige Avenue, New Smyrna Beach, Florida 32168 ("Lessee") is hereby modified and amended as hereinafter described:

SECTION 4. TERM OF MANAGEMENT AGREEMENT, is hereby modified to read as follows:

> This Agreement shall be extended for one additional year, commencing at midnight on September 1, 2025, and ending at midnight on August 31, 2026.

Except as above modified, all terms and conditions of the Management Agreement entered into on the 20th day of August, 1997, and modified August 28, 2003 and January 11, 2011, between the City of New Smyrna Beach and The Racquet Tennis Center, Inc., shall remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS, the parties have executed this Third Modification to Management Agreement on the _____ day of April, 2025.

OWNER:

CITY OF NEW SMYRNA BEACH, a Florida municipal corporation

By:

(City Seal)

_____
FRED E. CLEVELAND
Mayor

Attest:

_____
Sharon Taylor-Harding
Interim City Clerk

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear Fred E. Cleveland and Sharon Taylor-Harding, Mayor and Interim City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and as such Interim City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Third Modification to Management Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and seal this _____ day of April, 2025.

_____

(Official Stamp or Seal) Notary Public

MANAGEMENT COMPANY:

THE RACQUET TENNIS CENTER, INC., a Florida corporation

By:

(Corporate Seal)

_____
WILLIAM J. STEWART
President

Attest:

_____
Printed Name: _____
Title: _____

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

The foregoing Third Modification to Management Agreement was acknowledged before me by William J. Stewart as President of The Racquet Tennis Center, Inc., for and on behalf of the corporation.

WITNESS my hand and seal this _____ day of April, 2025**.**

(Official Stamp or Seal)

_____
Notary Public

APPROVED AS TO FORM AND CORRECTNESS

_____
CARRIE AVALLONE
City Attorney

Date: _____

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER APPROVAL OF PIGGYBACK AGREEMENT WITH TOP LINE FOR REPLACEMENT OF SHADES AT 27TH AVE PARK AND MANATEE PLAYGROUND.

April 22, 2025

Background:

The sail shades at both 27th Ave Park and Manatee playground are beyond their lifespan and are ready for replacement. We will be piggybacking off of the Volusia County School District bid.

27th Ave Playground - $62,537.39
Manatee Playground - $57,200.85

This was budgeted to be replaced in the FY 25 budget as well.

Fiscal Analysis:

Parks R/M - 00157202.546201 - $119,738.24

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

NSB Piggyback Agreement and Exhibit A, Original Contract.pdf
Quote 27th Ave Park.pdf
Quote Manatee Park.pdf

Top Line Recreation Inc.
Contract MTS-906BC, Playgrounds & Related Equipment

The City of New Smyrna Beach ("City") enters this "Piggyback" Contract with Top Line Recreation Inc. (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of New Smyrna Beach allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with **Volusia County Schools,** said contract being identified as: **MTS-906BC, Playgrounds & Related Equipment,** (said original contract being referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of New Smyrna Beach, as follows:

a) Period ("Term") of the Agreement: Coterminous with **MTS-906BC, Playgrounds & Related Equipment.**

b) Insurance Requirements: In addition to the requirements in Exhibit A, Vendor shall provide certificate of insurance naming the City of New Smyrna Beach as an additional insured.

c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, CITY HALL, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA 32168, CLERK@CITYOFNSB.COM, (386) 410-2631.

d) Address change for the City of New Smyrna Beach: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of New Smyrna Beach, attention of City Manager, at City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168. The designated representative for this contract is David Ray, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, telephone number 386-410-2202, and email dray@cityofnsb.com.

e) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Volusia County, Florida. Litigation between the parties arising out of this contract must be in Volusia County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

f) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Volusia County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

g) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of New Smyrna Beach and the Vendor.

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

Entered this 31 **day of** March **, 2025.**

Attest	**Top Line Recreation, Inc.**
Authorized Signature	*Authorized Signature*
ROB WILSON - GM	SONIA PERKINS - PRESIDENT
Print Name and Title	*Print Name and Title*
Address: 2922 HOWLAND BLVD - STE DELTONA, FL 32725	Address: 2922 Howland Blvd, Suite 3 4 Deltona, Florida 32725
Date 03-31-25	*Date* 03-031-25

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date:

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

Carrie Avallone City Attorney

EXHIBIT A

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Dec 10, 2024 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida
Category	12. Consent-Financial Services-Procurement
Subject	12.02 Contract Extension MTS-906BC Playgrounds and Related Equipment
Access	Public
Type	Action (Consent)
Preferred Date	Dec 10, 2024
Absolute Date	Dec 10, 2024
Fiscal Impact	Yes
Dollar Amount	300,000.00
Budgeted	Yes
Budget Source	General Funds - Project 00000 Maintenance & Operations Default; Self Insurance - Property 7120 Project 02210 Hurricane Milton
Recommended Action	The superintendent recommends approval of the contract extension for MTS-906BC for Playgrounds and Related Equipment.

Public Content

BACKGROUND:
This contract extension will be utilized by the district to secure new and replacement Playground and Related Equipment and/or Services District-wide on an as-needed basis. This extension is in compliance with Florida Statute 287.058(13). This contract is being extended for no longer than six months or until the District has awarded a new contract, whichever occurs earlier.

TERM:
February 1, 2025 - July 31, 2025. No renewals remain on the contract.

SUPPLERS:
1) Advanced Recreational Concepts
2) Charron Sports Services
3) Miller Recreation Equipment
4) Playmore West, Inc
5) SSE & Associates, Inc.
6) Top Line Recreation, Inc.

REQUESTED BY:
Mr. Rodney Smith, Director of Maintenance & Operations

SUBMITTED BY:
Ms. Enid Kunce, Director of Procurement

12.10.24 MTS-906BC Extension Playground & Rel. Equip..pdf (12,403 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Ruben Colón, second by Donna Brosemer.
Final Resolution: Motion Carries
Yea: Jamie Haynes, Ruben Colón, Jessica Thompson, Krista Goodrich, Donna Brosemer

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Dr. Carmen J. Balgobin
Superintendent of Schools

October 25, 2024

Advanced Recreational Concepts
pbickham@arcflorida.com

RE: CONTRACT NO. MTS-906BC
CONTRACT NAME: PLAYGROUNDS & RELATED EQUIPMENT
Extension Effective: February 1, 2025 – July 31, 2025

To Whom It May Concern:

Please be advised that the above-mentioned contract for PLAYGROUNDS & RELATED EQUIPMENT is due to expire January 31, 2024. With your consent, we would like to extend the above-mentioned contract for no longer than six months or until the School Board of Volusia County has awarded a new contract, whichever occurs earlier. The extension would be effective from February 1, 2025, and would expire no later than July 31, 2025. This extension is in compliance with Florida Statute 287.058(13).

Please have an authorized representative sign below indicating your company's intentions to renew the contract. Please email this signed letter directly to me at jldeveau@volusia.k12.fl.us as this will help expedite the extension process. The signed letter should be emailed to me no later than **Wednesday, November 6, 2024,** in order to meet our School Board meeting deadline.

Thank you for your partnership and continued interest in Volusia County Schools.

Sincerely,

Jennifer Deveaux

Jennifer Deveaux, Buyer
Procurement Department

The School Board of Volusia County DeLand, FL	Advanced Recreational Concepts Melbourne, FL
Jamie Thompson 12/10/2024 Signature Date	53f013f2-3426-4107-96d0-c58bbad4b43e Digitally signed by 53f013f2-3426-4107-96d0-c58bbad4b43e Date: 2024.11.07 12:56:12 -05'00' Signature Date
Mrs. Jessie Thompson, School Board Chair Printed Name & Title	Paul Bickham Owner Printed Name & Title
12/10/2024 Signature Date	53f013f2-3426-4107-96d0-c58bbad4b43e Digitally signed by 53f013f2-3426-4107-96d0-c58bbad4b43e Date: 2024.11.07 12:56:40 -05'00' Signature Date
Dr. Carmen J. Balgobin, Superintendent Printed Name & Title	Paul Bickham Printed Name & Title

P.O. BOX 2118 · 200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475
An Equal Opportunity Employer

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Advanced Recreational Concepts

Vendor FEIN: 20-0520823

Vendor's Authorized Representative Name and Title: Paul Bickham Helper

Address: 3127 Skyway Cir. Ste 101

City: Melbourne State: FL ZIP: 32934

Phone Number: 321-775-0600

Email Address: info@arcflorida.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The School Board of Volusia County, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Paul Bickham

AUTHORIZED SIGNATURE

Print Name and Title: Paul Bickham Helper

Date: 11.6.2024

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Dr. Carmen J. Balgobin
Superintendent of Schools

October 25, 2024

Charron Sports Services, Inc.
mknight@charronsportsservices.com

RE: CONTRACT NO. MTS-906BC
CONTRACT NAME: PLAYGROUNDS & RELATED EQUIPMENT
Extension Effective: February 1, 2025 – July 31, 2025

To Whom It May Concern:

Please be advised that the above-mentioned contract for PLAYGROUNDS & RELATED EQUIPMENT is due to expire January 31, 2024. With your consent, we would like to extend the above-mentioned contract for no longer than six months or until the School Board of Volusia County has awarded a new contract, whichever occurs earlier. The extension would be effective from February 1, 2025, and would expire no later than July 31, 2025. This extension is in compliance with Florida Statute 287.058(13).

Please have an authorized representative sign below indicating your company's intentions to renew the contract. Please email this signed letter directly to me at jldeveau@volusia.k12.fl.us as this will help expedite the extension process. The signed letter should be emailed to me no later than **Wednesday, November 6, 2024,** in order to meet our School Board meeting deadline.

Thank you for your partnership and continued interest in Volusia County Schools.

Sincerely,

Jennifer Deveaux

Jennifer Deveaux, Buyer
Procurement Department

The School Board of Volusia County DeLand, FL	**Charron Sports Services, Inc. Liberty, SC**
12/10/2024	*Sam Cannizzaro, Charron Sports Services, VP/CFO*
Signature Date	Signature Date
Mrs. Jessie Thompson, School Board Chair	Sam Cannizzaro- VP/CFO
Printed Name & Title	Printed Name & Title
12/10/2024	
Signature Date	Signature Date
Dr. Carmen J. Balgobin, Superintendent	
Printed Name & Title	Printed Name & Title

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DELAND, FL 32720
(386) 734-7190 · (386) 255-6475
An Equal Opportunity Employer

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Charron Sports Services

Vendor FEIN: 27-1645039

Vendor's Authorized Representative Name and Title: Sam Cannizzaro

Address: 14200 Washington Street

City: Woodstock State: IL ZIP: 60098

Phone Number: (864) 261-6750

Email Address: jwilson@charronsportsservices.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The School Board of Volusia County, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Sam Cannizzaro, Charron Sports Services, VP/CFO

AUTHORIZED SIGNATURE

Print Name and Title: Sam Cannizzaro Charron Sports Services, VP/CFO

Date: 10/29/2024

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Dr. Carmen J. Balgobin
Superintendent of Schools

October 25, 2024

Miller Recreation Equipment & Design, Inc.
mrecfla@gmail.com

RE: CONTRACT NO. MTS-906BC
CONTRACT NAME: PLAYGROUNDS & RELATED EQUIPMENT
Extension Effective: February 1, 2025 – July 31, 2025

To Whom It May Concern:

Please be advised that the above-mentioned contract for PLAYGROUNDS & RELATED EQUIPMENT is due to expire January 31, 2024. With your consent, we would like to extend the above-mentioned contract for no longer than six months or until the School Board of Volusia County has awarded a new contract, whichever occurs earlier. The extension would be effective from February 1, 2025, and would expire no later than July 31, 2025. This extension is in compliance with Florida Statute 287.058(13).

Please have an authorized representative sign below indicating your company's intentions to renew the contract. Please email this signed letter directly to me at jldeveau@volusia.k12.fl.us as this will help expedite the extension process. The signed letter should be emailed to me no later than **Wednesday, November 6, 2024,** in order to meet our School Board meeting deadline.

Thank you for your partnership and continued interest in Volusia County Schools.

Sincerely,

Jennifer Deveaux

Jennifer Deveaux, Buyer
Procurement Department

The School Board of Volusia County DeLand, FL	Miller Recreation Equipment & Design, Inc. Bradenton, FL
Signature 12/10/2024 Date	Signature 10-28-24 Date
Mrs. Jessie Thompson ~~Ms. Jamie M. Haynes, Chair~~ Printed Name & Title	Susan Miller V.P. Owner Printed Name & Title
Signature 12/10/2024 Date	Signature 10-28-24 Date
Dr. Carmen J. Balgobin, Superintendent Printed Name & Title	Joe Miller Pres. Owner Printed Name & Title

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DELAND, FL 32720
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State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Miller Recreation Equipment & Design, Inc.

Vendor FEIN: 65-0767594

Vendor's Authorized Representative Name and Title: Susan Miller, V.P., Owner

Address: 7745 S.W. 193rd Lane

City: Cutler Bay State: Florida ZIP: 33157

Phone Number: 941-792-4580

Email Address: mrecfla@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The School Board of Volusia County, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Susan Miller

AUTHORIZED SIGNATURE

Print Name and Title: Susan Miller, V.P., Owner

Date: 10-28-2024

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Dr. Carmen J. Balgobin
Superintendent of Schools

October 25, 2024

Playmore West, Inc.
melissav@playmoreonline.com

RE: CONTRACT NO. MTS-906BC
CONTRACT NAME: PLAYGROUNDS & RELATED EQUIPMENT
Extension Effective: February 1, 2025 – July 31, 2025

To Whom It May Concern:

Please be advised that the above-mentioned contract for PLAYGROUNDS & RELATED EQUIPMENT is due to expire January 31, 2024. With your consent, we would like to extend the above-mentioned contract for no longer than six months or until the School Board of Volusia County has awarded a new contract, whichever occurs earlier. The extension would be effective from February 1, 2025, and would expire no later than July 31, 2025. This extension is in compliance with Florida Statute 287.058(13).

Please have an authorized representative sign below indicating your company's intentions to renew the contract. Please email this signed letter directly to me at jldeveau@volusia.k12.fl.us as this will help expedite the extension process. The signed letter should be emailed to me no later than **Wednesday, November 6, 2024,** in order to meet our School Board meeting deadline.

Thank you for your partnership and continued interest in Volusia County Schools.

Sincerely,

Jennifer Deveaux

Jennifer Deveaux, Buyer
Procurement Department

The School Board of Volusia County DeLand, FL	**Playmore West, Inc. Fort Myers, FL**
Jamie Thompson 12/10/24 Signature Date	Signature Date
Mrs. Jessie Thompson ~~Ms. Jamie M. Haynes, Chair~~ Printed Name & Title	Sam Cannizzaro- VP/CFO Printed Name & Title
12/10/24 Signature Date	Signature Date
Dr. Carmen J. Balgobin, Superintendent Printed Name & Title	Printed Name & Title

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DELAND, FL 32720
(386) 734-7190 · (386) 255-6475
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State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Playmore West, Inc.

Vendor FEIN: 65-0984408

Vendor's Authorized Representative Name and Title: Luke Russell - Vice President

Address: 10271 Deer Run Farms Rd., Suite 1

City: Fort Myers State: FL ZIP: 33966

Phone Number: 239-791-2400

Email Address: luker@playmoreonline.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The School Board of Volusia County, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
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- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: Luke Russell - Vice President

Date: 10/29/24

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Dr. Carmen J. Balgobin
Superintendent of Schools

October 25, 2024

SSE & Associates, Inc.
tward@sseteam.com

RE: CONTRACT NO. MTS-906BC
CONTRACT NAME: PLAYGROUNDS & RELATED EQUIPMENT
Extension Effective: February 1, 2025 – July 31, 2025

To Whom It May Concern:

Please be advised that the above-mentioned contract for PLAYGROUNDS & RELATED EQUIPMENT is due to expire January 31, 2024. With your consent, we would like to extend the above-mentioned contract for no longer than six months or until the School Board of Volusia County has awarded a new contract, whichever occurs earlier. The extension would be effective from February 1, 2025, and would expire no later than July 31, 2025. This extension is in compliance with Florida Statute 287.058(13).

Please have an authorized representative sign below indicating your company's intentions to renew the contract. Please email this signed letter directly to me at jldeveau@volusia.k12.fl.us as this will help expedite the extension process. The signed letter should be emailed to me no later than **Wednesday, November 6, 2024,** in order to meet our School Board meeting deadline.

Thank you for your partnership and continued interest in Volusia County Schools.

Sincerely,

Jennifer Deveaux

Jennifer Deveaux, Buyer
Procurement Department

The School Board of Volusia County DeLand, FL	**SSE & Associates, Inc. New Smyrna Beach, FL**
Jessie Thompson 12/10/2024	11-11-24
Signature Date	Signature Date
Mrs. Jessie Thompson ~~Ms. Jamie M. Haynes~~, Chair	Tracie A. Ward, Pres.
Printed Name & Title	Printed Name & Title
12/10/2024	
Signature Date	Signature Date
Dr. Carmen J. Balgobin, Superintendent	
Printed Name & Title	Printed Name & Title

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DELAND, FL 32720
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State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: SSE and Associates, Inc.

Vendor FEIN: 59-3265072

Vendor's Authorized Representative Name and Title: Tracie A. Ward, President

Address: 569 Canal Street

City: New Smyrna Beach State: FL ZIP: 32168

Phone Number: 386-428-8875

Email Address: tward@sseteam.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The School Board of Volusia County, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

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- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
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- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Tracie Ward

AUTHORIZED SIGNATURE

Print Name and Title: Tracie A. Ward, President

Date: 11-11-2024

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Dr. Carmen J. Balgobin
Superintendent of Schools

October 25, 2024

Top Line Recreation, Inc.
soniap@toplinerec.com

RE: CONTRACT NO. MTS-906BC
CONTRACT NAME: PLAYGROUNDS & RELATED EQUIPMENT
Extension Effective: February 1, 2025 – July 31, 2025

To Whom It May Concern:

Please be advised that the above-mentioned contract for PLAYGROUNDS & RELATED EQUIPMENT is due to expire January 31, 2024. With your consent, we would like to extend the above-mentioned contract for no longer than six months or until the School Board of Volusia County has awarded a new contract, whichever occurs earlier. The extension would be effective from February 1, 2025, and would expire no later than July 31, 2025. This extension is in compliance with Florida Statute 287.058(13).

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Thank you for your partnership and continued interest in Volusia County Schools.

Sincerely,

Jennifer Deveaux

Jennifer Deveaux, Buyer
Procurement Department

The School Board of Volusia County **DeLand, FL**	**Top Line Recreation, Inc.** **Deltona, FL**
12/10/24 Signature Date	Digitally signed by Sonia Perkins Date: 2024.10.28 11:07:43 -04'00' Signature Date
Mrs. Jessie Thompson ~~Ms. Jamie M. Haynes~~, Chair Printed Name & Title	SONIA M PERKINS -PRESIDENT Printed Name & Title
12/10/24 Signature Date	Terry Perkins Digitally signed by Terry Perkins Date: 2024.10.28 11:13:14 -04'00' Signature Date
Dr. Carmen J. Balgobin, Superintendent Printed Name & Title	TERRY R PERKINS - VP Printed Name & Title

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DELAND, FL 32720
(386) 734-7190 · (386) 255-6475
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State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: TOP LINE RECREATION INC

Vendor FEIN: 45-3009109

Vendor's Authorized Representative Name and Title: SONIA M PERKINS - PRESIDENT

Address: 2922 HOWLAND BLVD - ST 4

City: DELTONA State: FL ZIP: 32725

Phone Number: 386-575-8359

Email Address: SONIAP@TOPLINEREC.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

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As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

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- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: SONIA M PERKINS - PRESIDENT

Date: 10-28-2024

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Jan 24, 2023 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida
Category	13. Consent-Operations Services-Purchasing
Subject	13.01 Renewal - Contract No. MTS-906BC - Playground & Related Equipment
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	771,956.70
Budgeted	Yes
Budget Source	Capital Outlay Fund
Recommended Action	The superintendent recommends approval for Renewal - Contract No. MTS-906BC - Playground & Related Equipment.

BACKGROUND:
This contract renewal will be utilized by the district to secure new and replacement Playground and Related Equipment and/or Services District-wide on an as-needed basis.

SUBMITTED BY:
Maria Kraft, Director of Purchasing and Warehouse Services

1-24-23 BOARD - Renewal MTS-906BC Playgrounds.pdf (8,849 KB)

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Anita Burnette, second by Jessica Thompson.
Final Resolution: Motion Carries
Yea: Carl Persis, Jamie Haynes, Ruben Colón, Anita Burnette, Jessica Thompson

CONTRACT RENEWAL FOR BOARD APPROVAL					
NAME OF CONTRACT	**CONTRACT NUMBER**	**EST. ANNUAL EXPENDITURE**	**CONTRACT PERIOD**	**AWARDED VENDOR(S)**	**ADDITIONAL INFORMATION**
Playgrounds & Related Equipment	MTS-906BC	$771,956.70	02/01/2023 thru 01/31/2024	1.) Advanced Recreational Concepts, Melbourne, FL 2.) Charron Sports Services, Inc., Liberty, SC 3.) Creative Shade Solutions, Tarpon Springs, FL 4.) GameTime, Longwood, FL 5.) Miller Recreation Equipment & Design, Inc., Bradenton, FL 6.) Playmore West, Inc., Fort Myers, FL 7.) Playspace Services, Melbourne, FL 8.) ProPlaygrounds, Tallahassee, FL 9.) Shade Systems, Inc., Ocala, FL 10.) SSE & Associates, Inc., New Smyrna Beach, FL 11.) Swartz Associates, Inc., Naples, FL 12.) Top Line Recreation, Inc., Deltona, FL	The proposed bid renewal will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playground and Related Equipment and/or Services Districtwide on an as-needed basis.
Estimated Annual Expediture based upon historical 3 year spend **NOTE: Kompan, Inc did not sign/return the renewal letter; therefore, they will no longer be a vendor on this contract.**					

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Advanced Recreational Concepts
pbickham@arcflorida.com
3125 Skyway Circle
Melbourne, FL 32934

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: **02/01/2023 to 01/31/2024**

Dear Mr. Bickham,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman
Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Paul Bickham Signature	Signature
10.18.2022 Date	Date
Paul Bickham Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Charron Sports Services, Inc.
mknight@charronsportsservices.com
8533 Liberty HWY
Liberty, SC 29657

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: **02/01/2023 to 01/31/2024**

Dear Mr. O'Hagan,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman

Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Sam Cannizzaro- Charron Sports Services Signature	Signature
10/18/2022 Date	Date
Sam Cannizzaro- VP/Controller- CFO Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Creative Shade Solutions
werner@creativeshadesolutions.com
719 Wesley Ave
Tarpon Springs, FL 34689

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Mr. Furstenberg,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022.**

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman

Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Dippenacr Signature	Signature
10/19/2022 Date	Date
Jolene Dippenacr Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

GameTime
robd@gametime.com
P.O. Box 520700
Longwood, FL 32752

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Mr. Dominica,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman
Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
10/19/2022 Date	Date
Rob DominiCA Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Miller Recreation Equipment & Design, Inc.
mrecfla@gmail.com
2017 91st Street N.W.
Bradenton, FL 34209

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Ms. Miller,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31,2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31,2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman
Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Susan Miller Signature	Signature
10-18-2022 Date	Date
SUSAN MILLER Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

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Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Playmore West, Inc.
melissav@playmoreonline.com
10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Ms. Vega,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman
Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
10-19-22 Date	Date
LUKE RUSSELL VP Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 20, 2022

Playspace Services
info@playspaceservices.com
3125 Skyway Cir
Melbourne, FL 32934

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: **02/01/2023 to 01/31/2024**

Dear Mr. Bickham,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman
Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Paul Bickham Signature	Signature
10.20.2022 Date	Date
Paul Bickham Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Legacy Construction Services Group, Inc. D/B/A ProPlaygrounds
jwilliams@proplaygrounds.com / info@proplaygrounds.com
8490 Cabin Hill Road
Tallahassee, FL 32311

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Ms. Adrianse,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman

Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Alana Adrianse Signature	Signature
10/19/22 Date	Date
Alana Adrianse Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Shade Systems, Inc.
jeremy@shadesystemsinc.com
4150 SW 19th St.
Ocala, FL 34474

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Mr. Purkis,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman

Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
10/21/2022 Date	Date
Jeremy Purkis Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

An Equal Opportunity Employer

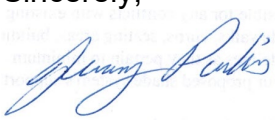
Shade systems™ INC.
4150 S.W. 19 Street · Ocala, FL 34474
Tel.: 352/237-0135 · TOLL-FREE: 1-800-609-6066 · FAX: 352/237-2256
e-mail: info@shadesystemsinc.com

October 21, 2022

Dear Sirs:

Shade Systems, Inc. is requesting a contract price change of 12% increase to our catalog list pricing. The current catalog you have on file is still accurate, however, a price change is needed. Please note that our increase is due to rising costs of raw materials (steel, cable, and fabric) in conjunction with our products.

Sincerely,



Jeremy Purkis
Architectural Specialist
Encl.

4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR PRODUCTS

Price List No. TNS102122 (eff. 2/01/23)

Model #	W x L	8' high	10' high	12' high	14' high	Ship Wt (lbs up to 10' high)	Ship Wt (lbs for 12')	Ship Wt (lbs for 14')	SQ FT
SQUARES:									
S1010	10 x 10	4,142	4,806	5,470	N/A	691	n/a	n/a	100
S1212	12 x 12	4,308	4,972	5,801	N/A	704	n/a	n/a	144
S1515	15 x 15	5,470	5,801	6,465	N/A	782	n/a	n/a	225
S2020	20 x 20	6,133	6,797	7,461	N/A	841	1,739	n/a	400
S2525	25 x 25	9,203	9,867	10,531	11,527	1,992	2,232	2,472	625
S3030	30 x 30	12,854	13,850	14,348	16,090	2,292	2,532	2,772	900
S3535	35 x 35	19,907	20,820	21,898	22,645	2,554	3,328	3,568	1,225
S4040	40 x 40	25,632	26,877	27,375	29,864	2,993	3,353	3,713	1,600
S4545	45 x 45	35,340	36,253	37,331	38,327	3,914	4,154	4,394	2,025
S5050	50 x 50	42,144	43,969	45,629	50,192	4,274	4,553	5,868	2,500
S6060	60 x 60	52,598	54,424	56,083	58,738	6,569	6,962	7,356	3,600
RECTANGLES:									
R1015	10 x 15	4,889	5,553	6,631	N/A	755	n/a	n/a	150
R1020	10 x 20	5,553	5,884	6,880	N/A	782	n/a	n/a	200
R1520	15 x 20	5,884	6,382	7,461	N/A	810	1,708	n/a	300
R0830	8 x 30	7,793	8,291	N/A	N/A	746	n/a	n/a	240
R1530	15 x 30	8,291	8,789	9,286	N/A	1,582	1,774	n/a	450
R1225	12 x 25	5,884	6,548	7,212	N/A	827	918	n/a	300
R1425	14 x 25	6,050	6,631	8,291	N/A	838	929	n/a	350
R1825	18 x 25	6,963	7,627	8,789	N/A	1,566	1,758	n/a	450
R2025	20 x 25	7,461	8,125	9,286	N/A	1,577	1,769	n/a	500
R2030	20 x 30	8,540	9,369	9,950	11,029	1,610	1,802	1,994	600
R2035	20 x 35	13,269	14,099	14,763	15,426	1,644	1,836	2,028	700
R2040	20 x 40	15,426	16,090	16,754	17,750	1,682	1,874	2,066	800
R2540	25 x 40	16,256	16,920	17,750	18,745	2,134	2,326	3,295	1,000
R3035	30 x 35	16,256	16,920	17,750	18,745	2,124	2,316	3,286	1,050
R3040	30 x 40	18,082	19,077	20,903	21,898	2,200	3,083	3,361	1,200
R3045	30 x 45	21,981	23,724	24,885	26,130	2,274	3,157	3,436	1,350
R3050	30 x 50	23,060	24,222	25,466	26,545	2,953	3,232	3,510	1,500
R3550	35 x 50	24,719	25,964	26,877	28,536	3,024	3,302	3,581	1,750
R4050	40 x 50	29,615	30,362	30,859	33,515	4,018	4,296	4,574	2,000
R4055	40 x 55	33,100	34,676	36,253	37,829	4,154	4,433	4,711	2,200
R4060	40 x 60	39,240	40,982	42,725	49,694	4,292	4,571	5,886	2,400
R5060	50 x 60	47,288	49,362	51,437	55,254	4,532	5,732	6,126	3,000
MULTI_LEVELS:									
ML3030	30 x 30	28,228	29,572	30,916	32,260	3000	3278	3556	900
ML3535	35 x 35	38,421	40,250	42,080	43,909	3896	4174	4452	1,225
ML4040	40 x 40	50,182	52,572	54,962	57,351	4330	4608	4886	1,600
ML4545	45 x 45	63,512	66,536	69,561	72,585	5204	5482	5760	2,025
ML5050	50 x 50	78,410	82,144	85,877	89,611	5879	6157	6435	2,500
ML2535	25 x 35	27,443	28,750	30,057	31,364	2996	3274	3552	875
ML3040	30 x 40	37,637	39,429	41,221	43,013	4025	4303	4581	1,200
ML3545	35 x 45	49,398	51,750	54,103	56,455	4280	4558	4836	1,575
ML4050	40 x 50	62,728	65,715	68,702	71,689	4899	5177	5455	2,000
MLH30	30 dia.	23,442	24,637	25,832	27,027	3000	3278	3556	585
MLH40	40 dia.	32,851	34,345	35,839	37,332	3896	4174	4452	1,040
MLH50	50 dia.	61,228	63,469	65,709	67,949	5204	5482	5760	1,625

Shade systems INC.
4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR PRODUCTS

Price List No. TNS102122 (eff. 2/01/23)

Model #	W x L	8' high	10' high	12' high	14' high	Ship Wt (lbs up to 10' high)	Ship Wt (lbs for 12')	Ship Wt (lbs for 14')	SQ FT
SHADE KITES:		7'/14' posts	8'/16' posts	9'/17' posts	10'/18' posts				
SK1515	15 x 15	8,291	8,789	N/A	N/A	962	n/a	n/a	225
SK1818	18 x 18	8,706	9,203	10,116	10,780	1,243	1,710	n/a	324
SK2020	20 x 20	9,369	10,116	10,780	11,444	1,443	1,736	1,928	400
SK2525	25 x 25	12,605	13,103	13,601	14,265	2,084	2,324	2,564	625
SK3030	30 x 30	15,924	16,837	17,750	18,828	2,392	2,632	2,872	900
HEXAGONS:									
H16	16 dia.	11,112	11,859	13,269	N/A	1,109	1,187	n/a	
H20	20 dia.	11,361	12,024	13,518	N/A	1,152	1,289	n/a	
H25	25 dia.	13,020	14,680	15,343	16,837	1,211	1,348	2,845	
H27	27 dia.	13,850	15,675	16,505	18,165	1,235	1,372	2,869	
H30	30 dia.	15,177	17,003	18,165	19,990	1,272	2,618	2,906	
H35	35 dia.	18,247	19,907	20,488	22,313	2,395	2,683	2,971	
H40	40 dia.	19,907	20,903	22,230	23,890	3,572	3,692	4,084	
H45	45 dia.	32,104	33,929	35,008	36,999	4,684	5,020	5,260	
H50	50 dia.	44,052	45,629	47,122	48,948	5,683	5,923	6,163	
H60	60 dia.	56,598	59,111	61,617	64,066	6,206	6,512	6,870	
OCTAGONS:									
O25	25 dia.	15,675	16,754	17,833	18,828	1,598	1,781	1,963	
O27	27 dia.	18,994	20,654	21,815	23,392	1,628	3,424	3,808	
O30	30 dia.	19,243	20,903	22,064	23,724	3,085	3,469	3,853	
O33	33 dia.	20,820	23,143	24,139	26,462	3,132	3,516	3,900	
O35	35 dia.	22,479	25,466	26,628	27,789	3,164	3,548	3,708	
O40	40 dia.	28,121	32,270	33,598	35,091	4,286	4,446	4,606	
O45	45 dia.	35,755	40,401	42,393	48,118	5,620	5,940	6,260	
O50	50 dia.	47,919	50,209	51,536	58,656	6,820	7,140	7,460	
O60	60 dia.	63,616	66,889	68,848	72,071	7,125	7,436	7,686	
T-CANTILEVERS:									
TC0818	8 x 18	6,963	7,295	7,627	N/A	723	1,048	n/a	144
TC1218	12 x 18	7,627	7,959	8,291	N/A	1,048	1,128	n/a	216
TC1425	14 x 25	8,789	9,286	9,784	N/A	1,092	1,172	n/a	350
TC1430	14 x 30	9,286	9,784	10,282	N/A	1,120	1,200	n/a	420
TC1630	16 x 30	9,950	10,448	10,946	N/A	1,560	1,752	n/a	480
TC1830	18 x 30	10,780	11,278	11,776	N/A	1,610	1,802	n/a	540
OFFSET T-CANTILEVERS:									
OTC1020	10 x 20	7,627	7,959	8,291	N/A	1,048	1,128	n/a	200
OTC1220	12 x 20	8,125	8,457	8,954	N/A	1,098	1,178	n/a	240
OTC1420	14 x 20	8,623	8,954	9,452	N/A	1,148	1,178	n/a	280
OTC1025	10 x 25	8,291	8,623	9,120	N/A	1,048	1,128	n/a	250
OTC1225	12 x 25	8,789	9,120	9,618	N/A	1,098	1,178	n/a	300
OTC1425	14 x 25	9,286	9,618	10,116	N/A	1,142	1,192	n/a	350
OTC1030	10 x 30	9,120	9,452	9,950	N/A	1,098	1,178	n/a	300
OTC1230	12 x 30	9,618	9,950	10,448	N/A	1,142	1,192	n/a	360
OTC1430	14 x 30	10,116	10,448	10,946	N/A	1,192	1,242	n/a	420
SINGLE CANTILEVERS:									
SC1920	19 x 20	9,950	10,448	12,107	N/A	1,907	2,099	n/a	380
SC1925	19 x 25	10,780	11,278	12,937	N/A	1,934	2,126	n/a	475
SC1930	19 x 30	11,610	12,273	13,601	N/A	1,972	2,164	n/a	570
SC2525	25 x 25	12,605	13,103	14,597	N/A	2,234	2,426	n/a	625
SC2530	25 x 30	14,265	14,763	16,256	N/A	2,334	2,526	n/a	750

Shade systems INC.

4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR PRODUCTS

Price List No. TNS102122 (eff. 2/01/23)

Model #	W x L	8' high	10' high	12' high	14' high	Ship Wt (lbs up to 10' high)	Ship Wt (lbs for 12')	Ship Wt (lbs for 14')	SQ FT
ARC CANTILEVERS:									
AC1920	19 x 20	17,413	18,284	21,188	N/A	2,861	3,149	n/a	380
AC1925	19 x 25	18,865	19,736	22,640	N/A	2,901	3,189	n/a	475
AC1930	19 x 30	20,317	21,478	23,802	N/A	2,958	3,246	n/a	570
AC2525	25 x 25	22,059	22,931	25,544	N/A	3,351	3,639	n/a	625
AC2530	25 x 30	24,963	25,835	28,448	N/A	3,501	3,789	n/a	750
DOUBLE CANTILEVERS:									
DC3820	38 x 20	18,247	19,243	20,239	N/A	2,634	2,826	n/a	760
DC3825	38 x 25	19,907	20,903	21,898	N/A	2,677	2,869	n/a	950
DC3830	38 x 30	21,566	22,562	23,558	N/A	2,732	2,924	n/a	1,140
DOUBLE POST HIP CANTILEVER:									
HC1422	14 x 22	5,801	6,133	N/A	N/A	686	n/a	n/a	308
SHADE WALK:									
SW0815	8 x 15	6,465	6,797	N/A	N/A	850	n/a	n/a	120
SW0830	8 x 30	9,286	9,618	N/A	N/A	1,140	n/a	n/a	240
SW1015	10 x 15	7,461	7,793	N/A	N/A	858	n/a	n/a	150
SW1030	10 x 30	10,282	10,614	N/A	N/A	1,290	n/a	n/a	300
SINGLE POST PYRAMIDS:									
SP0808	8 x 8	4,972	5,138	N/A	N/A	404	n/a	n/a	64
SP1010	10 x 10	5,138	5,304	N/A	N/A	424	n/a	n/a	100
SP1212	12 x 12	5,304	5,470	N/A	N/A	446	n/a	n/a	144
SP1515	15 x 15	6,133	6,299	N/A	N/A	478	n/a	n/a	225
SP2020	20 x 20	9,784	10,448	N/A	N/A	940	n/a	n/a	400
OFFSET SINGLE POST PYRAMIDS:									
OSP0808	8 x 8	5,801	5,967	7,129	7,295	424	n/a	n/a	64
OSP1010	10 x 10	5,967	6,133	7,627	7,793	444	n/a	n/a	100
OSP1212	12 x 12	6,133	6,299	8,125	8,291	466	n/a	n/a	144
OSP1515	15 x 15	7,129	7,295	9,784	9,950	498	n/a	n/a	225
OSP2020	20 x 20	11,444	12,107	14,431	15,095	990	n/a	n/a	400
SINGLE POST UMBRELLAS:									
U16	16 dia.	6,465	6,631	N/A	N/A	720	n/a	n/a	
U18	18 dia.	6,797	6,963	N/A	N/A	840	n/a	n/a	
U20	20 dia.	7,129	7,295	N/A	N/A	960	n/a	n/a	
TORNADO:									
TN121612		11,195	N/A	N/A	N/A	720	n/a	n/a	
TN152015		12,689	N/A	N/A	N/A	960	n/a	n/a	

NOTES: *Prices are in U.S. dollars, F.O.B. Ocala, Florida, U.S.A., and are subject to change at any time without notice. Prices do not include any engineer-sealed drawings, installation, or taxes. Weights are approximate and may vary. Heights shown are stated as entry height (height of eaves). All prices include powder-coated finish on metal components in standard Shade Systems colors as shown in our catalog. Add $800.00 per special color. Optional two-tone fabrics available at additional cost.*

Key to Models: S=Square, R=Rectangle, SK=Shade Kite, H=Hexagon, O=Octagon, TC=T-Cantilever, SP=Single Post Pyramid, U=Single Post Umbrella, TN=Tornado, ML = Multi-Level, OSP=Offset Single Post Pyramid, SW=Shade Walk

4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR SAILS AND MISC ITEMS

Price List No. MISC102122VC **1-800-609-6066** (eff. 02/01/23)

Model #	Description	$$
POST PADS:		
P400	Pad for 4" Column	552
P500	Pad for 5" Column	552
P600	Pad for 6" Column	618
P800	Pad for 8" Column	700
P1000	Pad for 10" Column	782
P1200	Pad for 12" Column	913
P1400	Pad for 14" Column	1,028
P1600	Pad for 16" Column	1,143
3-SIDED SAILS:		
SAT2514	Up to 25' per side triangular canopy with 3 support columns -max. 14' high per column	17,516
SAT2514A	Add another triangular up to 25' per side with 1 column - max. 14'	10,510
SAT2520	Up to 25' per side triangular canopy with 3 support columns -max. 20' high per column	26,277
SAT2520A	Add another triangular up to 25' per side with 1 column - max. 20'	15,766
SAT3514	Up to 35' per side triangular canopy with 3 support columns max 14' high per column	20,437
SAT3514A	Add another triangular up to 35' per side with 1 column - max. 14'	12,262
SAT3520	Up to 35' per side triangular canopy with 3 support columns -max. 20' high per column	29,197
SAT3520A	Add another triangular up to 35' per side with 1 column - max. 20'	17,518
SAT4514	Up to 45' per side triangular canopy with 3 support columns -max. 14' high per column	23,357
SAT4514A	Add another triangular up to 45' per side with 1 column - max. 14'	14,014
SAT4520	Up to 45' per side triangular canopy with 3 support columns -max. 20' high per column	32,118
SAT4520A	Add another triangular up to 45' per side with 1 column - max. 20'	19,271
SAT5514	Up to 55' per side triangular canopy with 3 support columns -max. 14' high per column	26,277
SAT5514A	Add another triangular up to 55' per side with 1 column - max. 14'	15,766
SAT5520	Up to 55' per side triangular canopy with 3 support columns -max. 20' high per column	35,038
SAT5520A	Add another triangular up to 55' per side with 1 column - max. 20'	21,023
4-SIDED SAILS:		
SAF2514	Up to 25' per side (4-sided) canopy with 4 support columns -max. 14' high per column	17,516
SAF2514A	Add another 4-sided canopy up to 25' per side with 2 column - max. 14' high	14,013

4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR SAILS AND MISC ITEMS

Price List No. MISC102122VC **1-800-609-6066** (eff. 02/01/23)

Model #	Description	$$
4-SIDED SAILS (CONTINUED):		
SAF2520	Up to 25' per side (4-sided) canopy with 4 support columns -max. 20' high per column	26,277
SAF2520A	Add another 4-sided canopy up to 25' per side with 2 column - max. 20' high	21,022
SAF3514	Up to 35' per side (4-sided) canopy with 4 support columns max 14' high per column	27,248
SAF3514A	Add another 4-sided canopy up to 35' per side with 2 column - max. 14' high	16,349
SAF3520	Up to 35' per side (4-sided) canopy with 4 support columns -max. 20' high per column	29,198
SAF3520A	Add another 4-sided canopy up to 35' per side with 2 column - max. 14' high	23,359
SAF4514	Up to 45' per side (4-sided) canopy with 4 support columns -max. 20' high per column	23,357
SAF4514A	Add another 4-sided canopy up to 45' per side with 2 column - max. 14' high	18,686
SAF4520	Up to 45' per side (4-sided) canopy with 4 support columns -max. 20' high per column	32,118
SAF4520A	Add another 4-sided canopy up to 45' per side with 2 column - max. 20' high	25,695
SAF5514	Up to 55' per side (4-sided) canopy with 4 support columns -max. 14' high per column	26,277
SAF5514A	Add another 4-sided canopy up to 55' per side with 2 column - max. 14' high	21,022
SAF5520	Up to 55' per side (4-sided) canopy with 4 support columns -max. 20' high per column	35,038
SAF5520A	Add another 4-sided canopy up to 55' per side with 2 column - max. 20' high	28,030
MISC CHARGES AND OPTIONS:		
PMT	Pier Mount Column -up to 6"	538
PMT6	Pier Mount Column -over 6"	717
ENGDWG	Professional Engineer Sealed Drawings	896
ENGCAL	Professional Engineer Sealed Calculations	896
SPCOL	Special Color charge	448
TWOTONESK	Two-tone fabric color charge -Shade Kite	717
TWOTONESP	Two-tone fabric color charge -Single Post	1075
TWOTONEL	Two-tone fabric color charge -Other	1463

NOTES: *Prices are in U.S. dollars, F.O.B. Ocala, Florida, U.S.A., and are subject to change at any time without notice. Prices do not include any engineer-sealed drawings, installation, or taxes. Weights are approximate and may vary. Heights shown are stated as entry height (height of eaves). All prices include powder-coated finish on metal components in standard Shade Systems colors as shown in our catalog. Add $800.00 per special color.*

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

SSE & Associates, Inc.
tward@sseteam.com
569 Canal St.
New Smyrna Beach, FL 32168

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Ms. Ward,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022.**

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman

Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Tracie Ward Signature	_____ Signature
10-27-2022 Date	_____ Date
Tracie A. Ward, President Type/Printed Name of Above	_____ Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Swartz Associates, Inc.
mail@parkplayusa.com
P.O. Box 112783
Naples, FL 34108

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Mr. Swartz,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman
Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
11-4-22 Date	Date
Dan Swartz Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

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Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Top Line Recreation, Inc.
soniap@toplinerec.com
2922 Howland Blvd, Suite 3
Deltona, FL 32725

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Ms. Perkins,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman
Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Sonia Perkins Signature	Signature
10-19-2022 Date	Date
SONIA M PERKINS - PRESIDENT Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
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The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Dec 14, 2021 - Agenda - 3:30 PM - The School Board of Volusia County, Florida
Category	13. Consent-Operations Services-Purchasing
Subject	13.01 Renewal: Contract No. MTS-906BC, Playground & Related Equipment
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Capital
Recommended Action	The superintendent recommends approval for the renewal of Contract No. MTS-906BC, Playgrounds and Related Equipment.
Goals	Goal 4-Resources & Operational Processes

Public Content

BACKGROUND:
This contract renewal will be utilized by the Facilities Maintenance and Planning & Business Services Departments to secure new and replacement Playground and Related Equipment and/or Services District-wide on an as-needed basis.

SUBMITTED BY:
Maria Kraft, Director, Purchasing and Warehouse Services

12-14-21 BOARD - Contract Renewal MTS-902BC Playgrounds & Related Equip.pdf (5,956 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Carl Persis, second by Linda L Cuthbert.
Final Resolution: Motion Carries
Yea: Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon, Anita Burnette

CONTRACT RENEWAL FOR BOARD APPROVAL

NAME OF CONTRACT	CONTRACT NUMBER	EST. ANNUAL EXPENDITURE	CONTRACT PERIOD	AWARDED VENDOR(S)	ADDITIONAL INFORMATION
Playgrounds & Related Equipment	MTS-906BC	$718,064.50	02/01/2022 thru 01/31/2023	1.) Advanced Recreational Concepts, Melbourne, FL 2.) Charron Sports Services, Inc., Liberty, SC 3.) Creative Shade Solutions, Tarpon Springs, FL 4.) GameTime, Longwood, FL 5.) Kompan, Inc., Austin, TX 6.) Miller Recreation Equipment & Design, Inc., Bradenton, FL 7.) Playmore West, Inc., Fort Myers, FL 8.) Playspace Services, Melbourne, FL 9.) ProPlaygrounds, Tallahassee, FL 10.) Shade Systems, Inc., Ocala, FL 11.) SSE & Associates, Inc., New Smyrna Beach, FL 12.) Swartz Associates, Inc., Naples, FL 13.) Top Line Recreation, Inc., Deltona, FL	The proposed bid renewal will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playground and Related Equipment and/or Services Districtwide on an as-needed basis.

NOTE: Park Warehouse, LLC of Delray Beach, FL did not sign/return the renewal letter; therefore, they will no longer be a vendor on this contract.

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Advanced Recreational Concepts
pbickham@arcflorida.com
3125 Skyway Circle
Melbourne, FL 32934

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 15:42:29 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
11.01.2021 Date	Date
Paul Bickham Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

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Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Charron Sports Services, Inc.
mknight@charronsportsservices.com
8533 Liberty HWY
Liberty, SC 29657

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

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Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 15:46:15 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Terence K. O'Hagan Signature	Signature
11/4/2021 Date	Date
TERENCE K. O'HAGAN, PRESIDENT Type/Printed Name of Above	Type/Printed Name of Above

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200 NORTH CLARA AVE
DELAND, FL 32720
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Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Creative Shade Solutions
werner@creativeshadesolutions.com
719 Wesley Ave
Tarpon Springs, FL 34689

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021.**

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 15:49:14 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
9/2/21 Date	Date
WERNER FERSTENFELD Type/Printed Name of Above	Type/Printed Name of Above

Creative Shade Solutions, Inc.
719 Wesley Avenue
Tarpon Springs FL 34689

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

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Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

GameTime
joelleng@gametime.com
P.O. Box 520700
Longwood, FL 32752

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 15:52:33 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
11/3/21 Date	Date
Robert Dominica Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Kompan, Inc.
Stamos@kompan.com
605 W. Howard Lane, STE 110
Austin, TX 78753

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 15:55:12 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
11/2/2021 Date	Date
Eric Lewis Treasurer Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Miller Recreation Equipment & Design, Inc.
mrecfla@gmail.com
2017 91st Street N.W.
Bradenton, FL 34209

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

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Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 15:58:02 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Susan Miller Signature	Signature
11-4-21 Date	Date
SUSAN MILLER Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

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Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Playmore West, Inc.
melissav@playmoreonline.com
10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

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Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 16:03:49 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of ~~MTS-906BC~~.	I ~~**DO NOT AGREE**~~ to the renewal of MTS-906BC.
Signature	Signature
11-2-2021	
Date	Date
LUKE RUSSELL VP	
Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

An Equal Opportunity Employer

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Playspace Services
info@playspaceservices.com
3125 Skyway Cir
Melbourne, FL 32934

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 16:06:57 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
11.01.2021 Date	Date
Paul Bickham Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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School Board of Volusia County

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Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Legacy Construction Services Group, Inc. D/B/A ProPlaygrounds
jwilliams@proplaygrounds.com / info@proplaygrounds.com
8490 Cabin Hill Road
Tallahassee, FL 32311

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: **02/01/2022 to 01/31/2023**

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem
Date: 2021.11.01 16:10:52 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Alana Adrianse Signature	Signature
11/2/21 Date	Date
Alana Adrianse Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Shade Systems, Inc.
jeremy@shadesystemsinc.com
4150 SW 19th St.
Ocala, FL 34474

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: **02/01/2022 to 01/31/2023**

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 16:12:59 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
11/02/2021 Date	Date
Jeremy Perkins Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

SSE & Associates, Inc.
tward@sseteam.com
569 Canal St.
New Smyrna Beach, FL 32168

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 16:15:38 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Tracie Ward Signature	Signature
11-8-2021 Date	Date
Tracie A. Ward, President Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

An Equal Opportunity Employer

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Swartz Associates, Inc.
mail@parkplayusa.com
P.O. Box 112783
Naples, FL 34108

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 16:17:36 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
11-4-21	
Date	Date
Dan Swartz	
Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Top Line Recreation, Inc.
soniap@toplinerec.com
2922 Howland Blvd, Suite 3
Deltona, FL 32725

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 16:19:43 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Sonia Perkins Signature	Signature
11-02-2021 Date	Date
SONIA M PERKINS Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Apr 28, 2020 - Agenda - 3:30 PM - The School Board of Volusia County, Florida
Category	10. Consent-Operations Services-Purchasing
Subject	10.03 Added Vendor MTS-906BC, Playground and Related Equipment
Access	Public
Type	Action (Consent)
Budgeted	Yes
Budget Source	Capital
Recommended Action	The superintendent recommends approval of Added Vendor MTS-906BC, Playground and Related Equipment.
Goals	

Public Content

BACKGROUND:
The purpose of this request is to add approved vendors into this contract to maintain a pool of qualified suppliers for playgrounds and related equipment for District wide use.

SUBMITTED BY:
Maria Kraft, Director, Purchasing and Warehouse Services

4-28-20 Board Added Vendor-Charron Sports.pdf (4,903 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Carl Persis, second by Ruben Colon.
Final Resolution: Motion Carries
Yea: Ida D Wright, Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

ADDED VENDOR FOR BOARD APPROVAL

NAME OF CONTRACT	BID / RFP NUMBER	EST. ANNUAL EXPENDITURE	CONTRACT PERIOD	AWARDED VENDOR(S)	COMMENTS
Playgrounds and Related Equipment	MTS-906BC	Varies	3/25/2020 1/31/2022	Charron Sports Services, Liberty, SC	The purpose of adding this new vendor is to bolster competition and to provide the District with a wider variety of percentage discounts for playgrounds and related equipment for District Wide use.

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124

INVITATION TO BID

PAGE 1 OF 34

BID NO.: MTS-906BC
RELEASE DATE: October 23, 2018

ITB TITLE: PLAYGROUNDS AND RELATED EQUIPMENT

F.O.B. DESTINATION: REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.
ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

- ____ Literature ____ Specifications __X__ Catalogs
- __X__ Debarment Form **Page 22**
- __X__ List of References **Page 20**
- __X__ Drug-Free Workplace Certification **Page 26**
- __X__ Digital Submittal Required
- __X__ Non-Collusion & Non-Conflict of Interest **Pages 23-25**
- __X__ Manufacturer's Certificate of Warranty
- __X__ Bidder's Response Sheet **Exhibit A**
- __X__ Statement of Principal Place of Business Form **Page 21**

__X__ Certificate of Insurance: **See enclosed guidelines for detailed specifications**
__X__ Additional submittals specific to this bid may also be required: **See solicitation for details**

PERIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS

THE ANTICIPATED DATE OF BOARD APPROVAL IS **JANUARY 2019.**

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: CHARRON SPORTS SERVICES
Address: 7733 LIBERTY Hwy
City: LIBERTY State: SC Zip Code: 29657
EMAIL: MKNIGHT@CHARRONSPORTSSERVICES.COM Telephone: 864-261-6750 FAX: 888-994-1715
Signature of Owner or Authorized Officer/Agent: Terence K. O'Hagan
Typed Name of Above: TERENCE K. O'HAGAN, PRESIDENT

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

NO BID **I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:**

- ☐ 1. Insufficient time to respond
- ☐ 2. Specifications were unclear or restrictive
- ☐ 3. Could not meet bonding requirements
- ☐ 4. Our schedule will not permit us to respond
- ☐ 5. Terms & Conditions were unclear or restrictive
- ☐ 6. Could not meet specifications
- ☐ 7. Addendum received too late to respond
- ☐ 8. Could not meet Insurance requirements
- ☐ 9. We do not offer the product or service requested
- ☐ 10. Remove our company name from this commodity listing only.
- ☐ 11. Keep our company on the bid list for future bids
- ☐ 12. Other _____

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Mar 27, 2020 - Agenda - 3:30 PM - The School Board of Volusia County, Florida
Category	10. Consent-Operations Services-Purchasing
Subject	10.01 Added Vendor MTS-906BC, Playground and Related Equipment
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General
Recommended Action	The superintendent recommends approval of Added Vendor MTS-906BC, Playground and Related Equipment.
Goals	

Public Content

BACKGROUND:
The purpose of this added vendor is to increase the pool of available suppliers to provide products for playground equipment.

SUBMITTED BY:
Maria Kraft, Director, Purchasing and Warehouse Services

3-24-20 Board Added Vendor-Topline Rec1.pdf (12,345 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Linda L Cuthbert, second by Carl Persis.
Final Resolution: Motion Carries
Yea: Ida D Wright, Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

ADDED VENDOR FOR BOARD APPROVAL

NAME OF CONTRACT	BID / RFP NUMBER	EST. ANNUAL EXPENDITURE	CONTRACT PERIOD	AWARDED VENDOR(S)	COMMENTS
Playgrounds and Related Equipment	MTS-906BC	Varies	3/25/2020 1/31/2022	Top Line Recreation, Inc., Deltona, FL	The purpose of adding this new vendor is to bolster competition and to provide the District with a wider variety of percentage discounts for playgrounds and related equipment for District Wide use.

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124

INVITATION TO BID

BID NO.: MTS-906BC
RELEASE DATE: October 23, 2018

ITB TITLE: PLAYGROUNDS AND RELATED EQUIPMENT

F.O.B. DESTINATION: REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.
ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

____ Literature ____ Specifications __X__ Catalogs
__X__ Debarment Form **Page 22**
__X__ List of References **Page 20**
__X__ Drug-Free Workplace Certification **Page 26**
__X__ Digital Submittal Required

__X__ Non-Collusion & Non-Conflict of Interest **Pages 23-25**
__X__ Manufacturer's Certificate of Warranty
__X__ Bidder's Response Sheet **Exhibit A**
__X__ Statement of Principal Place of Business Form **Page 21**

__X__ Certificate of Insurance: **See enclosed guidelines for detailed specifications**
__X__ Additional submittals specific to this bid may also be required: **See solicitation for details**

RIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS

THE ANTICIPATED DATE OF BOARD APPROVAL IS **JANUARY 2019.**

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: TOP LINE RECREATION, INC

Address: 2922 HOWLAND BLVD - SUITE 4

City: DELTONA State: FL Zip Code: 32725

EMAIL: soniap@toplinerec.com Telephone: 386-575-8359 FAX: 888-909-0549

Signature of Owner or Authorized Officer/Agent: Sonia Perkins

Typed Name of Above: SONIA M PERKINS

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

NO BID **I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:**

☐ 1. Insufficient time to respond
☐ 2. Specifications were unclear or restrictive
☐ 3. Could not meet bonding requirements
☐ 4. Our schedule will not permit us to respond
☐ 5. Terms & Conditions were unclear or restrictive
☐ 6. Could not meet specifications
☐ 7. Addendum received too late to respond
☐ 8. Could not meet Insurance requirements
☐ 9. We do not offer the product or service requested
☐ 10. Remove our company name from this commodity listing only.
☐ 11. Keep our company on the bid list for future bids
☐ 12. Other _____

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Jan 27, 2020 - Agenda - 5:30 PM - The School Board of Volusia County, Florida
Category	11. Consent-Operations Services-Purchasing
Subject	11.01 Added Vendor: MTS-906BC, Playground and Related Equipment
Access	Public
Type	Action (Consent)
Budgeted	Yes
Budget Source	General
Recommended Action	The superintendent recommends approval of Added Vendor MTS-906BC, Playground and Related Equipment.
Goals	

Public Content

BACKGROUND:
The purpose of adding this new vendor is to increase competition and provide a wider variety of discount opportunities for playgrounds and related equipment for district wide use.

SUBMITTED BY:
Maria Kraft, Director, Purchasing and Warehouse Services

1-27-20 Board Added Vendor-SSE & Assoc.pdf (6,136 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Linda L Cuthbert, second by Carl Persis.
Final Resolution: Motion Carries
Yea: Ida D Wright, Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

ADDED VENDOR FOR BOARD APPROVAL

NAME OF CONTRACT	BID / RFP NUMBER	EST. ANNUAL EXPENDITURE	CONTRACT PERIOD	AWARDED VENDOR(S)	COMMENTS
Playgrounds and Related Equipment	MTS-906BC	Varies	1/28/2020 1/31/2022	SSE and Associates, Inc.	The purpose of this added vendor is to maintain percentage discounts for playgrounds and related equipment for District Wide use.

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124

INVITATION TO BID

PAGE 1 OF 34

ITB TITLE: PLAYGROUNDS AND RELATED EQUIPMENT

BID NO.: MTS-906BC
RELEASE DATE: October 23, 2018

F.O.B. DESTINATION: REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.
ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

____ Literature ____ Specifications __X__ Catalogs
__X__ Debarment Form **Page 22**
__X__ List of References **Page 20**
__X__ Drug-Free Workplace Certification **Page 26**
__X__ Digital Submittal Required

__X__ Non-Collusion & Non-Conflict of Interest **Pages 23-25**
__X__ Manufacturer's Certificate of Warranty
__X__ Bidder's Response Sheet **Exhibit A**
__X__ Statement of Principal Place of Business Form **Page 21**

__X__ Certificate of Insurance: **See enclosed guidelines for detailed specifications**
__X__ Additional submittals specific to this bid may also be required: **See solicitation for details**

PERIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS

THE ANTICIPATED DATE OF BOARD APPROVAL IS **JANUARY 2019.**

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: SSE & Associates, Inc.
Address: P.O. Box 602
City: New Smyrna Beach State: FL Zip Code: 32170
EMAIL: tward@sseteam.com Telephone: 386-428-8875 FAX: 386-428-8767

Signature of Owner or Authorized Officer/Agent: Tracie A Ward
Typed Name of Above: Tracie A. Ward

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

NO BID **I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:**

☐ 1. Insufficient time to respond
☐ 2. Specifications were unclear or restrictive
☐ 3. Could not meet bonding requirements
☐ 4. Our schedule will not permit us to respond
☐ 5. Terms & Conditions were unclear or restrictive
☐ 6. Could not meet specifications
☐ 7. Addendum received too late to respond
☐ 8. Could not meet Insurance requirements
☐ 9. We do not offer the product or service requested
☐ 10. Remove our company name from this commodity listing only.
☐ 11. Keep our company on the bid list for future bids
☐ 12. Other _____

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Jan 29, 2019 - Agenda - The School Board of Volusia County, Florida
Category	12. Consent-Operations Services-Purchasing
Subject	12.02 ITB: No. MTS-906BC, Playgrounds and Related Equipment
Access	Public
Type	Action (Consent)
Preferred Date	Jan 29, 2019
Absolute Date	Jan 29, 2019
Fiscal Impact	No
Budgeted	No
Budget Source	Varies
Recommended Action	The superintendent recommends approval of ITB No. MTS-906BC, Playgrounds and Related Equipment.
Goals	Focus Area 6-Operations/Infrastructure

Public Content

BACKGROUND:
This contract will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playground and Related Equipment and/or Services District-wide on an as-needed basis.

SUBMITTED BY:
Maria Kraft, Coordinator, Purchasing and Warehouse Services

1-29-19 BOARD - MTS-906BC - Playgrounds and Related Equipment.pdf (1,306 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Linda L Cuthbert, second by Ruben Colon.
Final Resolution: Motion Carries
Yea: Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

ITB FOR BOARD APPROVAL

NAME OF ITB	ITB NUMBER	EST. ANNUAL EXPENDITURE	CONTRACT PERIOD	AWARDED VENDOR(S)	COMMENTS
Playgrounds & Related Equipment	MTS-906BC	Varies	2/1/2019 - 1/31/2022	1. Advanced Recreational Concepts, Melbourne, FL 2. Creative Shade Solutions, Inc., Tarpon Springs, FL 3. GameTime, Longwood, FL 4. Kompan, Inc., Austin, TX 5. Miller Recreation Equipment + Design, Inc., Bradenton, FL 6. Parkwarehouse, LLC, Boca Raton, FL 7. Playmore West, Inc., Fort Meyers, FL 8. Playspace Services, Melbourne, FL 9. Legacy Construction Services Group, Inc. DBA ProPlagrounds, Tallahassee, FL 10. Shade Systems, Inc., Ocala, FL 11. Swartz Associates, Inc., Naples, FL	This contract will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playgrounds and Related Equipment and/or Services District-wide on an as-needed basis.

SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD APPROVED
JAN 29, 2019
DeLAND, FLORIDA

Page 1 of 1

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

THE SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

Vendor Info	Note Codes	Playground Design & Layout Services	Grading and Site Prep Services	Playground Equipment	Playground Equipment Installation	Surfacing Materials	Surfacing Materials Installation	Shade Structures	Shade Structure Installation	Picnic Tables	Picnic Table Installation	Park Benches	Park Bench Installation	Trash Receptacles	Trash Receptacle Installation	Miscellaneous Playground Equipment	Misc. Playground Equipment Installation	Miscellaneous Repair Services	Miscellaneous Repair Parts	Other	Other	Other	Other
Advanced Recreational Concepts, Melbourne, FL	*	1%	1%	2%	1%	5%	5%	5%	1%	2%	1%	2%	1%	2%	1%	3%	1%	5%	5%	5% Shelters	1% Shelter Install	5% Mulch	0%
Creative Shade Solutions, Inc, Tarpon Springs, FL	*	0%	0%	0%	0%	0%	0%	5%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
GameTime, Longwood, FL	*	100%	0%	10%	0%	5%	0%	3%	0%	3%	0%	3%	0%	3%	0%	3%	0%	0%	0%	0%	0%	0%	0%
Kompan, Inc., Austin, TX	*	100%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	4%	9%	0%	0%	0%	0%
Miller Recreation Equipment + Design, Inc., Bradenton, FL	*	100%	0%	Varies	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	1%	0%	5% Bike Racks	5% B-Ball Goals	5% Rubber Surfacing	5% Shelters
Parkwarehouse, LLC, Boca Raton, FL	*	0%	0%	10%	0%	0%	0%	10%	10%	10%	0%	10%	0%	10%	0%	10%	0%	0%	5%	0%	0%	0%	0%
Playmore West, Inc., Fort Meyers, FL	*	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5% Outdoor Fitness	5% Outdoor Fitness Install	0%	0%

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

THE SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

Playspace Services, Melbourne, FL	*	1%	1%	Varies	1%	5%	5%	Varies	1%	Varies	1%	Varies	1%	Varies	1%	Varies	3%	5%	5%	1% Shelter Install	1% Court/ Field Equip Install	1% Outdoor Musical Install	0%
Legacy Construction Services Group, Inc. DBA ProPlaygrounds, Tallahassee, FL	*	10%	10%	10%	10%	5%	5%	5%	5%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	0%	0%	0%	0%
Shade Systems, Inc., Ocala, FL	*	0%	0%	0%	0%	0%	0%	25%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Swartz Associates, Inc., Naples, FL	*	100%	0%	5%	30%	Varies	50%	2%	0%	5%	30%	5%	30%	5%	30%	7%	30%	0%	0%	7% Frog Site Furnish-ings	5% Kay Park Furish-ings	5% Ultrasite Site Furnish-ings	0%

Note Codes:
* - Recommended to Award

ITB Sent to: 3157
Response Received From: 11
"No Bid" Responses Received From: 4

Purchasing Department Approval: _____ Date: 12/6/2018

This tabulation is posted as public notice for 72 hours from 4:00 P.M., Friday, December 7th, 2018 until 4:00 P.M., Wednesday, December 12th, 2018. Vendors are hereby notified that failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statues. Offers from the Vendors listed herein are the only offers received timely as of 2:00 P.M., November 9th, 2018. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124

INVITATION TO BID

BID NO.: MTS-906BC
RELEASE DATE: October 23, 2018

ITB TITLE: PLAYGROUNDS AND RELATED EQUIPMENT

F.O.B. DESTINATION: REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.
ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

____ Literature _____Specifications __X__Catalogs
__X__ Debarment Form **Page 22**
__X__ List of References **Page 20**
__X__ Drug-Free Workplace Certification **Page 26**
__X__ Digital Submittal Required

__X__ Non-Collusion & Non-Conflict of Interest **Pages 23-25**
__X__ Manufacturer's Certificate of Warranty
__X__ Bidder's Response Sheet **Exhibit A**
__X__ Statement of Principal Place of Business Form **Page 21**

__X__ Certificate of Insurance: **See enclosed guidelines for detailed specifications**
__X__ Additional submittals specific to this bid may also be required: **See solicitation for details**

PERIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS

THE ANTICIPATED DATE OF BOARD APPROVAL IS **JANUARY 2019.**

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: _____

Address: _____

City:_____State:_____ Zip Code: _____

EMAIL:_____Telephone:_____FAX: _____

Signature of Owner or Authorized Officer/Agent: _____

Typed Name of Above: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

NO BID **I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:**

☐ 1. Insufficient time to respond
☐ 2. Specifications were unclear or restrictive
☐ 3. Could not meet bonding requirements
☐ 4. Our schedule will not permit us to respond
☐ 5. Terms & Conditions were unclear or restrictive
☐ 6. Could not meet specifications
☐ 7. Addendum received too late to respond
☐ 8. Could not meet Insurance requirements
☐ 9. We do not offer the product or service requested
☐ 10. Remove our company name from this commodity listing only.
☐ 11. Keep our company on the bid list for future bids
☐ 12. Other _____

GENERAL TERMS AND CONDITIONS

Bidder: to ensure acceptance of the bid follow these instructions.

1. **Sealed Bid Requirements:** The "Invitation to Bid" sheet must be completed, signed, and returned with each bid. Bids shall be signed by a representative authorized to legally bind the Bidder to the provisions herein. **All bids shall be submitted electronically via VendorLink unless otherwise instructed.** Additional bid submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Bidder(s) must use the form(s) furnished by The District. All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be e-signed or signed in ink by an officer or employee having authority to legally bind the Bidder. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
   a) **Delivery of Bid:** Electronic bid submittals, described in the Electronic Submittal of the Bid section of this solicitation, are mandatory unless otherwise specified. Responses must be furnished and uploaded in VendorLink no later than 2:00 PM, EST, on or before the due date specified on the cover sheet of this ITB, to be considered. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements.
   b) **VendorLink help can be accessed by calling (407) 222-1885, or by emailing support@evendorlink.com.**
   c) Bids received by telephone, telegraph, electronic mail, or facsimile machine shall NOT be accepted unless stated in the special conditions of this ITB.
2. **Bidder's Responsibility: It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date.** Bidder(s) are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
3. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB unless otherwise indicated.
4. **Bids Received Late:** It is the Bidder(s) responsibility to assure that the bid is uploaded in VendorLink prior to the opening date and time specified. Any bid received after the opening date and time will be rejected regardless of the circumstances.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the term or condition that is more stringent and/or specific shall govern and apply.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. Bidder(s) shall complete and submit with their Bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification/Variances:** For purpose of evaluation, the Bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the offered product or service fully complies with the specifications, terms and conditions herein.
   a) Any purchasing agreements and state term contracts available under s.287.056 of the Department of Management. Services for this non-academic commodity and contracted services have been reviewed for the subject of this solicitation. **//BJC//** Buyer's Initials
8. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Purchasing Agent designated herein, seven (7) business days prior to the ITB due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Purchasing Agent, in writing, shall be binding. Bidder(s) are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Purchasing Agent in writing no more than three (3) days after the receipt of the documents.
9. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of the items awarded.
10. **Original and Renewal Term:** The award resulting from this ITB shall be in effect for the term defined in the detailed specifications commencing upon District approval or until new bids are taken and awarded. The award resulting from this ITB (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. The Bidder agrees to these conditions by signing its bid.
11. **Lobbying:** Bidder(s) are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this ITB. All inquiries must be written and directed to the Department of Purchasing Services.
    a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Bidder or any individual on behalf of a Bidder will result in rejection/disqualification of said bid.

b) Violation of this provision regarding lobbying may also result in disqualification of the Bidder from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Purchasing and as acted upon by the Superintendent and the School Board, as appropriate.

12. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.
13. **Brands: If specified,** Bidder(s) shall indicate, for each item bid, the name and model of the brand being bid. Use of brand names, trade names, make, and model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is bid, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. Once an item is awarded from this bid to a Bidder, no substitution of brands shall be permitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Bidder shall be obligated to furnish the item(s) specified by The District.
14. **Warranty/Guarantee:** All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.
15. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Bidder(s), successful and unsuccessful, shall be notified of the award configuration in writing by the Purchasing Department. Bidder(s) who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Purchasing Department. Notification of Award is not to be construed as authorization to provide goods or services.
16. **Contract Documents:** The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Purchasing Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Bidder enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful bidder and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and The District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.
17. **General Information about the District:** The District and its School Board of Volusia County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
    a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the Board by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
    b) The School District of Volusia County serves the entire area of the county. The District's enrollment is approximately 62,800 K-12 students. With approximately 7,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is one of the largest employer in Volusia County.
18. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply and/or service are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
    a) The volatility is due to causes wholly beyond the Vendor's control
    b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
    c) The effect on pricing or availability of supply is substantial
    d) The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.

    The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Purchasing within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
19. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may offer a substitute product to the District. The Vendor shall provide specifications for the offered substitute product, or if requested by the District, a sample of the offered substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the offered substitute is acceptable are solely within the discretion of the District.

20. Vendor Performance: The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Vendor shall at all times maintain good discipline and order while on District property**.** Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.

b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.

c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.

d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.

e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.

f) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.

g) All employees are prohibited from distributing any papers or other materials upon District property and are strictly prohibited from using any District telephones or other office equipment.

h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.

i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.

j) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.

l) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.

m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.

n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.

o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.

p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

- **I.** All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- **II.** All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- **III.** The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
- **IV.** All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

21. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
22. **Bid Bonds and Performance Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidder(s). After acceptance of a bid, the District will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
23. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
24. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the District for immediate cancellation. Upon cancellation, hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Bidder from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Purchasing.
    a) **Default/Cause:** In the event that the awarded Bidder should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
25. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
26. **Indemnity: This General Condition of the ITB is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
27. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622388C-5, and Federal Tax Identification is No. 59-6000884.
28. **Occupational Safety Hazards Act Requirements:** The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Bidder.
29. **Drug Free Workplace/Identical Tie Bids:** Whenever two or more bids, which are equal with respect to price, quality and service, are received for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
30. **Ethics:** All awarded bidder(s) shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
31. **Confidentiality:** Bidder(s) shall be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
32. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school Districts, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order to purchase any item on this bid if it is in its best interest to do so.
33. **Authority to Piggyback:** The School District of Volusia County is a member of the Bay Area Cooperative Purchasing Consortium. Upon award of this solicitation, if mutually agreed upon between the successful bidder(s) and governmental entity, submission of any bid in response to this request constitutes a bid made under the same conditions, for the same pricing, and for the same effective period as this ITB, to any other governmental entity.
34. **Invoicing:** Orders shall be processed, or work performed only upon receipt of authorized purchase orders issued by the District. The Vendor will provide **two copies of the original invoice to The School District of Volusia County, Financial Accounting Department, located at 200 North Clara Ave, DeLand, FL 32721.**
    a) All invoices shall include purchase order number, date and location of delivery or services, and confirmation of acceptance by the appropriate District representative. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
35. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the

Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non- performing Vendor.

36. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
37. **Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and District Policy 702, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Volusia County, Florida shall constitute a waiver of all protest rights.
38. **Public Records Compliance:** In addition to other contract requirements provided by law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:
    - **a)** Keep and maintain public records required by the school district to perform the services;
    - **b)** Upon request from the school district's custodian of public records, provide the schools districts with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
    - **c)** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the school district; and
    - **d)** Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the contractor or keep and maintain public records required by the school district to perform the service. If the contractor transfers all public records to the school district 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 school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

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:

CUSTODIAN OF PUBLIC RECORDS
(386)-734-7190 Ext. 20110 or 20138
publicrecordsrequest@volusia.k12.fl.us
200 N. Clara Ave., Deland, FL 32720

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

39. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.
    - **a)** The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
    - **b)** Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status
      by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
    - **c)** Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Office of Professional Standards. Any costs associated with obtaining District badges through the Department of Professional Standards shall be the sole responsibility of the Vendor.
40. **Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.465. Vendors who will never be present on a school district campus are not required to be fingerprinted.

41. **Confidential, Proprietary, or Trade Secret Material:** If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Bidder must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
    a) Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School Board for any and all the claims from or relating to Bidder(s) determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
    b) If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.
42. **Confidentiality of Student Records:** Contractor(s) understand and agree that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. The Contractor(s) further agree to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. The Contractor(s) shall regard all student information as confidential and will not disclose the student information to any third party.
43. **Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the Board shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Bidder(s) having a principal place of business outside the State of Florida. Responding Bidder(s) must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation**. For additional information regarding this statute, Bidder(s) may refer to: http://www.leg.state.fl.us/Statutes/index.cfm.
44. **Florida Sunshine Law:** In order for the District to be in compliance with Florida Statute Chapter 286.0113, any questions pertaining to a competitive solicitation must be submitted in writing (i.e., U.S. mail services or a third-party mail services company, fax, email).
45. **Illegal Alien Labor:** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the District.
46. **Fair Labor Standards Act:** No contractor or subcontractor holding a service contract with the District for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the District.
47. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the District Purchasing Department shall be final and binding on both parties.
48. **Governing Law/Jurisdiction:** The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Volusia County, Florida. If in the event a suit is brought for the enforcement of any term of the contract(s).
49. **Non-Appropriation:** The vendor understands and agrees any and every contract is subject to the availability of funds to the District to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the District, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the District anticipates using to pay its obligations hereunder, and the District has no other funds, from sources other than taxes, which it deems to be available to pay its obligations under Contract. The District may terminate a contract, with no further liability to the vendor, effective the first day of a fiscal period provided that:
    a) a non-appropriation has occurred, and,
    b) The District has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
    c) Upon the occurrence of such non-appropriation the District shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
50. **State Registration Requirements:** Any corporation submitting a bid/bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (http://www.dos.state.fl.us).
51. **Jessica Lunsford Act – House Bill 1877:** The state of Florida has passed a law stating that ALL Vendors visiting a school campus shall be in compliance with Florida House Bill 1877; the Jessica Lunsford Act, effective September 1, 2005, amended July 2007. The requirements of this Act can be viewed on the District's web site, www.volusia.k12.fl.us.
52. **Assignment:** The Contractor(s) obligations under resulting contract may not be assigned or transferred to any other entity without prior written consent of the Contract Administrator.
53. **Possession of Firearms:** Possession of firearms will not be tolerated on District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
    a) No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may

possess or bring a firearm on District property in any manner or on any occasion. Violation of this provision by the contractor, or failure of contractor to enforce this provision with its personnel, shall constitute a material breach of the Contract.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS

Definitions:

Addendum: A written change to a Solicitation prior to the time for receipt of bids or bids.

Acquisition: The process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

Awarded Contractor /Awardee: Board approved Bidder(s) for this ITB.

Bid, Offer, Submittal, Bid or Response: Shall refer to any bid, offer, bid, or response submitted in regard to this solicitation that if accepted would bind the Offeror to perform the resultant contract.

Board: Volusia County School Board; also known as District or BOARD

Conflict of Interest: An actual or potential situation in which the personal interests of a Vendor, employee or public official, are, or appear to be, in conflict with the best interests of the Board.

Consideration: The cause, motive, price or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.

Contract: An agreement, enforceable by law, between two or more competent parties, to provide goods and/or perform services as set forth in this solicitation.

- **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a District purchase order.
- **Performance of Services –** The contract will be comprised of the Agreement between the District and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.

Contractor: The party/legal entity to whom an award has been made.

District: All buildings, grounds, facilities, and any other indoor or outdoor areas owned and/or operated by the BOARD.

Firm: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.

Interested Party: The terms professional, contractor, vendor, firm, company, offeror, respondent etc., is used interchangeably in this document. Each reference when used refers to any entity that is participating in this solicitation. An actual or prospective offeror whose direct economic interest could be affected by the award of a contract or by the failure to award a contract.

Modification: A written change to the terms of a contract.

Offeror: Anyone submitting a response; Also referred to as Bidder, Respondent, Submitter, or Bidder.

Bid: The information submitted by a firm in response to this ITB.

Bidder: Representatives of the vendor submitting a bid.

Lobbying: Any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the award of a bid or contract.

Request for Bids (ITB)/Request for Qualifications (RFQ): A solicitation document used in other-than-sealed-bid procurements. ITB's and RFQ's are used in negotiated procurements to communicate District requirements to prospective contractors and to solicit bids /qualification statements from them. Used where Qualifications are considered equal to; or greater than price.

Responsible: Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

Responsive: Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in this ITB. Their bid, offer, bid or response conforms to the instructions and format specified in the solicitation document.

Solicitation: The written document, sent to prospective contractors, detailing the solicitation requirements and requesting bids, bids or submittals from interested parties.

Superintendent: The Superintendent of Schools of the District or designee.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, offeror, bidder, respondent, etc.

2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II

Federal Provisions/Clauses apply to all VCSB contracts using Federal funds as a source for the solicitation of goods and/or services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardee(s) must comply with the following Federal requirements:

1. **Prohibitions of Gratuities:** By submission of a bid, a vendor certifies that no employee of Volusia County School District has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
2. **Civil Rights:** The VENDOR shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.
3. **Minority and Women-Owned Businesses Enterprise: Regulation 2 CFR 200.321** When feasible, Volusia County School District will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:
   - Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists.
   - Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
   - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
   - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
   - Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
4. **Equal Employment Opportunity (41 CFR Part 60):** All Vendors and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. 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 contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. 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. 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 investigating to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
5. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** All Vendors and Contractors must comply with mandatory standards and policies relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000

awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
   - **a)** 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.
   - **b)** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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 (a) of this section, in the sum of $10 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 (a) of this section.
   - **c)** 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) of this section.
   - **d)** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section."
8. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** All Vendors and Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **Energy Policy and Conservation Act (42 U.S.C> 6201):** 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 (42 U.S.C> 6201).
10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** All Vendors and Contractors must comply with mandatory standards and policies relating to Contractors that apply or propose for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
11. **Rights to Inventions Made Under a Contract or Agreement. (37 CFR §401.2 (a) :** All Vendors and Contractors must comply with mandatory standards and policies relating to if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
12. **Procurement of recovered materials (See §200.322):** All Vendors and Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired 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.

13. **Debarment and Suspension (Executive Orders 12549 and 12689):** All Vendors and Contractors must comply with mandatory standards and policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
14. **Procurement of Recovered Materials:** "(1) 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— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."
15. **Changes/Modifications:** (a) The Purchasing Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Purchasing Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Purchasing Department shall make an equitable adjustment upon submittal of a "adjustment letter" by the Contractor before final payment under the contract.
16. **Access to Records:** (1) The contractor agrees to provide the VCSB, the agency 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 grant Administrator or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
17. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific agency pre- approval.
18. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, agency policies, procedures, and directives.
19. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
20. **Program Fraud and False or Fraudulent Statements or Related Acts:** By submitting a bid in response to this solicitation, 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.
21. **Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General:** The Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
22. **Americans with Disabilities Act of 1990 (ADA):** The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.
23. **Convict Labor:** Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.
24. **Copyrights:** The Grantee is free to copyright original work developed in the course of or under the agreement. The agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of agency financial support, by grant number, and a statement that the publication does not constitute an endorsement by agency or reflect agency views.
25. **Disadvantaged Business Enterprises (DBE) Contractors:** The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
26. **Reporting:** Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. **Reports Acceptance:** The agency shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and agency's records, and close out the grant in writing.
27. **Retention of ALL Records:** The Contractor is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed. Proposer agrees to allow access by the VCSB, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents books or papers for the purpose of audit, examination, excerpts or transcription.

SECTION 1 – ADDITIONAL CONDITIONS

1. **Intent:** The intent of this solicitation is to select multiple Bidder(s) to provide firm fixed percentage discount(s) for Playgrounds and Related Equipment including but not limited to the design, purchase, and installation of complete playground sets/structures, site prepping, outdoor furniture (e.g. benches, picnic tables, trash receptacles, etc.), and all other related equipment and accessories on an as-needed basis for the School Board of Volusia County, (hereinafter referred to as the "District").

2. **Solicitation Time:**

SOLICITATION PERIOD – ITB MTS-906BC	
October 23, 2018	Public Release
October 30, 2018 at 5:00 PM	Deadline for Questions
November 2, 2018	Last Day for Addendums
EVALUATION PERIOD	
November 9, 2018 @ 2:00 PM	Opening date and time
November 2018	Bid Evaluation
November 2018	Notice of Intended Decision is posted publicly on VendorLink
BOARD APPROVAL PERIOD	
January 2019	Board Approval
GENERAL PERFORMANCE TIME LINE	
February 1, 2019	Performance Period Begins

Note: Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Bidders. Response to inquiries regarding the status of a bid will not be made prior to the posting of award recommendation.

3. **Questions and Bid Submittal:** Please submit and refer bid specification questions to:

Brian Clem, CPPB
Purchasing Department Supervisor
The School Board of Volusia County
3750 Olson Drive
Facilities Services Building
Daytona Beach, Florida 32124
Email:BJClem@volusia.k12.fl.us
Phone: (386) 947-8786, ext. 50853
Fax: (386) 506-5056

3.1 The District will post answers to questions posed by prospective Vendors and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at https://www.myvendorlink.com/common/default.aspx. **Information provided verbally to any Vendor shall NOT be considered as an official answer. Vendors must comply with information provided in written addenda only, and not verbal conversations.** Invitation to bid information can be accessed at the website by searching for bid number MTS-906BC**. It is the responsibility of the prospective Vendor to check the website for any addenda issued for this Invitation to Bid.** The District reserves the right to disqualify any prospective Vendor who contacts a District employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

4. **Electronic Submittal/Delivery of Solicitation Response:** Bidder(s) shall prepare bids in accordance with the requirements of these instructions to Bidder(s). Bid submission not prepared in accordance with published instructions, will be considered non-responsive/non-responsible and may be rejected.

4.1 Bid submission will be received through the VendorLink system for goods, equipment, materials, and related services set forth in the included specifications and documents. "No bid" submitted may be withdrawn after the scheduled closing time for the ITB for a period of 120 days. If you are having system errors when uploading the Bid Submittal in VendorLink, bid hardcopies and an electronic copy provided on a flash drive (with all applicable original "wet" signatures) will be accepted at the address listed in Section 1, Paragraph 3 (include ITB Label (***pg. 34***) on outside of package)**;** however, the full submittals must be submitted by the opening date; October 9, 2018 @ 2:00 PM with no exceptions. **NOTE: Facsimile (FAX) and email bid submittals will NOT be accepted.**

4.1.1 All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their bid is received by the Volusia County Procurement Department on or before the time and date due for bids to be considered. Bids received after the date and hour specified will NOT be considered. Late Bids will be rejected.

4.2 To ensure correct bid formatting, Bidder(s) shall:

a) Submit all bids, response pages & supplemental documents electronically through VendorLink (exception listed in paragraph 4.1 above).
b) Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
c) Enable printing on files submitted.
d) Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
e) Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission. Note: Bidders are strongly encouraged to be proactive with their responses, should technical difficulties arise.
f) Follow all instructions outlined in this ITB and provide all requested information.

4.3 Signatures: An authorized representative of each bidder shall:

a) Sign or e-sign the bid, give their full name and title, and provide the bidder's business name and address.
b) Enter the organization's exact legal name on the bid.
c) Sign or e-sign compliance forms, if applicable

4.4 Withdrawal/Alter: Bidder(s) may withdraw, alter, and resubmit their bids through VendorLink at any time prior to the bid due date and time. Bids may not be withdrawn, altered, or resubmitted after the bid due date and time. The District may request clarifications and additional information after bid submission.

5. **Award:** The award may be made to multiple responsive/responsible Vendors who offer fixed percentage discount(s), and comply with all specifications, terms and conditions of this solicitation.

5.1 The District has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so.

NOTE: The resulting contract will remain open to add new vendors during the contract period. If during the contract period a vendor submits all necessary bid documents, offers a percentage discount and complies with all specifications, terms and conditions of the contract, the vendor's request to be added as an awarded vendor will be taken into consideration for Board review/approval. The effective dates of the new vendor will be from the day after Board approval until the final contract expiration date.

6. **Term of Contract**: The contract term shall be for an initial three (3) year period effective immediately after board approval **thru January 31, 2022,** during which time the successful Bidder(s) shall guarantee firm fixed percentages awarded for the term of the contract as specified herein.

7. **Renewal:** The District reserves the right to renew/negotiate any or all percentages, terms, conditions and specifications of the contract for up to three (3) additional one-year periods upon mutual agreement by both the District and awarded Bidder(s). Renewals must be submitted in writing with the signature of the awarded Bidder(s) Authorized Representative(s). The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District.

8. **Percentage Discounts:** All Bidder(s) shall use the attached "Exhibit A, Bidder's Response Sheet" to input their fixed percentage discounts allowed to the tenths digit (7.8%, 12.5%, 17.0%, etc.) off the Bidder's product catalog pricing. Bidder's must base their percentage discount from the unaltered list price as originally published. Discounts or pricing from other sources will not be acceptable. Percentage discount offered can be increased but cannot be decreased without prior acceptance from the District Purchasing Department. Bids must offer a discount in order to compete. **NOTE: Bidder's must submit a fixed percentage discount of at least 1.0% or higher to be considered for award.**

9. **Incurred Expenses**: This ITB does not commit the District to award an Agreement, nor shall the District be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of an Agreement.

10. **Waiver of Claims**: Once this Agreement expires, or final payment has been requested and made, the awarded Vendor shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this Agreement. After that period, the District will consider the Vendor to have waived any right to claims against the District concerning this Agreement.

11. **Sign-In, Sign-Out:** If and when performing services at District facilities and schools, it will be the responsibility of the awarded Bidder(s) to have their Representative sign in and sign out upon arrival and departure with the appropriate District personnel (i.e., Principal or Principal's designated representative). Awarded Bidder(s) and their employees are

required to wear/display an identification card, photo badge or type of clothing that clearly identifies both the awarded Vendor's and their employee's name at all times while on District property.

12. **Limitation on Vendor Contact:** Solely with regard to a released solicitation, no vendor or their representative shall contact or lobby District personnel or School Board members, prior to a posted award recommendation. All questions are to be directed to the identified Purchasing Department Buyer, unless otherwise stated in the special conditions of the solicitation. Violation of this policy may result in the rejection/disqualification of bidder's response per School Board Fiscal Management Policy 702.

13. **Assignment:** The Bidder(s) obligations under resulting contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Contract Administrator.

13.1 The bidder(s) will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing Contract will remain the sole property of the District.

14. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract so long as the material purposes of the contract can be determined and effectuated. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

15. **Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay;

15.1 Could not have been prevented by reasonable precaution;

15.2 Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

15.3 If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

15.4 An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

15.5 Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Vendor from performing its obligations for more than fifteen (15)

days, the District shall have the right to terminate the contract by written notice to the successful Vendor.

15.6 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Vendor shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Vendor of any obligation it may have regarding disaster recovery, whether under the contract or at law.

16. **Insurance: Awarded vendor shall name The School Board of Volusia County, 200 N. Clara Ave, DeLand, FL, 32720 as an additional Certificate Holder on vendor's policy.** Responding Vendors shall provide this information with their bid. Vendor shall maintain the following insurance for the life of the bid contract as follows:

16.1 Worker's Compensation Insurance: The Vendor shall maintain Worker's Compensation and Employer's Liability Insurance in accordance to Florida's statutory limits.

16.2 Commercial General Liability: The Vendor shall maintain Commercial General Liability Insurance at a minimum of $2,000,000.00.

16.3 Commercial Automotive Liability Insurance: The Vendor shall maintain Commercial Automobile Liability Insurance, including but not limited to bodily injury and property damage, combined single limit, including any automobiles, hired and non-owned, at a minimum of $2,000,000.00.

16.4 Professional Liability: The Vendor shall maintain Professional Liability Insurance at a minimum of $1,000,000.00.

16.5 The insurance carrier shall notify the District at least thirty (30) days prior to canceling any of the specified coverage. Upon written request by the District, the insurance carrier shall provide a copy of each policy. Awarded Vendor shall provide a copy of their Certificate of Insurance within seven (7) business days after notification of recommended award.

17. **Drug-Free Workplace:** All of our schools are smoke free. In accordance with the District's "Drug-Free Work Place General Policy" employees shall not possess or be under the influence of tobacco products, alcohol, drugs or any illegal substances while on District property. The use of tobacco products is also prohibited while on District property. Vendors will be required to assure that assigned personnel work in a drug-free environment and will conduct themselves in a manner that does not violate the District's standards for employment. Responding Vendors shall provide this information with their bid.

18. **References:** Vendors shall furnish current references from three (3) commercial customers for same or similar products and services specified in this bid. The form shall contain sufficient and specific information which directly responds to the request. Responding Vendors shall provide this information with their bid.

19. **Debarment:** All bids shall be accompanied by a completed Certificate regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form. Responding Vendors shall provide this information with their bid.

20. **Certification Regarding Lobbying:** All bids shall be accompanied by a completed Anti-Lobbying form. Responding Vendors shall provide this information with their bid.

21. **Public Entity Crimes:** Bidders shall complete the required sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes. Form shall be signed and notarized.

22. **Non-Conflict of Interest:** All Bidders review and complete all necessary forms for authentication of bid, and the District's policy statement of non-collusion and non-conflict of interest.

23. **Principal Place of Business:** Bidder shall complete the form with all required information and all signatures as specified.

24. **Addenda Acknowledgement:** All Bidders shall complete the form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for your bid to be considered.

25. **Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the District shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Vendors having a principal place of business outside the State of Florida. Responding Vendors must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation**. For additional information regarding this statute, Vendors may refer to: http://www.leg.state.fl.us/Statutes/index.cfm.

26. **Florida Department of State, Division of Corporations Registration Requirements:** Bidder(s) who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered bidder(s) must have an active status in order to be eligible to do business with the School Board. Bidder(s) doing business under a fictious name, on Page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

27. **Receiving/Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization and/or Purchasing Card. The District shall pay all awarded vendors pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218. 70). Payment shall not be made until services have been completed, inspected, and accepted by the District in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to the address set forth on the purchase order or by using the Purchasing Card. Payment in advance of delivery by the District cannot be made.

27.1 **Invoicing:** All invoices submitted must contain the following detailed information in order to be processed for payment:

- **a)** Purchase Order number
- **b)** Date or time of monthly statement
- **c)** Name of District employee(s) that authorized purchase
- **d)** Itemized parts and supplies

27.2 **Payment Methods**: The District utilizes a VISA purchasing card as well as purchase orders. The District may purchase some items using a purchase order or using a VISA purchasing card. Purchasing card orders will be placed by the school/department directly with the awarded vendor(s). The successful bidder(s) will be expected to honor all orders at the discounted bid prices.

SECTION 2 – SPECIFICATIONS

1. **Scope:** The bidder(s) shall provide Playgrounds and Related Equipment including but not limited to complete playground sets/structures (including design, site prep, and installation), outdoor furniture (e.g. benches, picnic tables, trashcans, etc.), and all other related equipment and accessories at a fixed percentage discount during the term of the resulting contract. The performance of the successful bidder(s) and the quality standards of service shall be in accordance with the terms of the specifications as set forth herein. Failure to comply with these requirements may be cause for bid rejection or award cancellation.

2. **Discount Adjustments:** The percentage discount rate offered shall remain flexible upward to take advantage of a higher discount rate throughout the contract period, but the discount percentage cannot be lowered.

3. **Item Catalog(s):** All bidder(s) must submit an electronic copy or weblink of all cataloged items to be used under the resulting contract with their bid submittal. If an electronic version of your catalog is available with online interactive capabilities, the District may wish to use this version if prices can be configured with the percentage discount already applied. **NOTE:** If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package.

3.1 **New Items:** New items appearing in the awarded bidder's catalog(s) released after the bid opening date are to be covered under the resulting contract as if these items were originally included in the catalog(s) submitted with the bid.

3.2 **Training:** If necessary, successful bidder(s) must be willing to offer training and support as needed to the District. Training may include, but not be limited to company introduction, setting up new users for online ordering, and a review of catalog bid discounts.

4. **Authorized Distributor:** All Bidder(s) must be authorized distributors for the products they sell to the District. **Bidders must upload a signed letter with their bid response from the product manufacturer(s) stating that the Bidder is an "authorized distributor".** Bids will not be considered if the authorized distributor letter is not included with bid response.

5. **Quality:** All equipment and supplies covered in this bid shall be NEW, free from defects, and carry a manufacturer's warranty.

6. **Delivery:** Delivery shall be "F.O.B. Destination, prepaid and allowed" to various locations within the Volusia County School District.

6.1 *Delivery charges, fuel surcharges or fees, if any, shall be included in the percentage discounts. No charges shall be noted on the invoice for delivery, fuel or handling fees.* Delivery charges for expedited shipments such as air freight, may be added to invoices **only when authorized** by the Volusia County School Board. **The individual authorizing delivery charges must appear on the vendor invoice.**

6.2 Deliveries, as specified, shall be made within seventy-two (72) hours after receipt of order, except for special order items or items that must be manufactured. The School Board shall make every effort to consolidate order requests of like items, however, the Board reserves the right to place an order of any size, regardless of quantity,

with the awarded vendor(s). All Schools and designated departments will be referred to published catalogs and discounts provided by awarded vendors to fill their requirements at the lowest net prices.

6.3 Orders shall be made on an as-needed basis with **no** minimum order requirements. Items shall be delivered, as requested, to the specified location within Volusia County.

- School delivery hours are from 8:00 A.M. to 4:00 P.M. EST, Monday through Friday (except Legal or School Board holidays).

- Warehouse delivery hours are from 6:00 A.M. to 2:00 P.M. EST, Monday through Friday (except Legal or School Board holidays). Vendor should make an appointment to schedule deliveries.

6.4 The Volusia County School Board reserves the right to cancel any item(s) on order and obtain such item(s) from another source, when item(s) are not available within seventy-two (72) hours or when item(s) are placed on backorder status (with exception to special order items and items requiring manufacturing).

7. **Returns:** Any new part(s) returned to the awarded Bidder(s) within twelve (12) months of the date of purchase shall be credited in full to the District with no restocking fees. Additionally, any item(s) which do not meet or exceed specifications will be returned at the vendor's expense.

8. **Damaged Items:** In the event an item(s) is received, and it is later determined there is concealed damage when the item(s) is unpacked, the item(s) must be replaced by the contractor at no cost to the School Board.

9. **Warranty:** Minimum warranty shall be twelve (12) months or the manufacturer's standard warranty, whichever is greater, for all items purchased from the resulting contract. Warranty shall begin after delivery, acceptance and installation of item(s) by the using Department.

10. **Packing Slips/Invoices:** Both the packing slips (delivered with the merchandise) and invoices submitted to the School District need to have the item description, pricing by line item, and reference contract MTS-906BC.

11. **Labeling:** Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- Name of item
- Quantity of item contained
- Unit of Measurement (U/M) or Unit of Issue (U/I)
- Purchase Order Number
- Company Name

12. **Substitutes:** Unapproved substitutes will not be allowed. If items are not available, the Department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

RESPONDENT'S EXPERIENCE/QUALIFICATIONS AND REFERENCES

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name:_____ Years performing work specialty: _____
   License or business tax receipt currently valid in force: _____
2. Vendor's Representative
   Provide the following information for the person assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:
   Name:_____ Phone #:_____ Cell #: _____
   Email:_____
3. Has Vendor been declared in default of any contract? ❑ Yes ❑ No
4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract? ❑ Yes ❑ No
5. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ❑ Yes ❑ No
6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ❑ Yes ❑ No
7. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ❑ Yes ❑ No
8. Is Vendor currently involved in any state of a fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? ❑ Yes ❑ No
9. References: Provide three references from agencies you have provided goods or services to in the past three (3) years, at least one reference should be a public-school system.

Reference # 1

Organization Name:_____ Telephone #: _____
Contact Name:_____ E-mail Address: _____
Scope of Work Provided: _____
_____
Project Dollar Value:_____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____
Contact Name:_____ E-mail Address: _____
Scope of Work Provided: _____
_____
Project Dollar Value:_____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____
Contact Name:_____ E-mail Address: _____
Scope of Work Provided: _____
_____
Project Dollar Value:_____ Present Contract Status: _____ Contract Dates: _____

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of Bidder: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. If your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: **Section 287.084(2), Florida Statutes, provides that "a Vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.**

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]: _____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address of out-of-state Bidder's attorney: _____

Telephone number of out-of-state Bidder's attorney (_____) _____

Email address of out-of-state Bidder's attorney: _____

Attorney's states of bar admission: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification:

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, bid for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

ED 80-0014 9/90 (Replaces CCS-009 REV. 12/88), which is obsolete

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby certify:

1. That I am the vendor (if the vendor is an individual), a partner of the vendor (if the vendor is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the vendor is a corporation).

2. That the submitted quote covering Volusia County School District's ITB has arrived at the vendor independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit the independent bidding or competition as prohibited by provisions; or any attendant procurement regulations of the Volusia County School District.

3. That the contents of the bid have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such person prior to the official opening of the bid.

4. That the Vendor is legally entitled to enter into the contract with the School District of Volusia County and is not in violation of any prohibited conflict of interest, including those prohibited or any procurement regulation of the School District of Volusia County.

5. That the vendor has fully disclosed with their response the name(s) of any officer, director, or agent who is or was an employee of the School Board of Volusia County, Florida.

6. In submitting the above, it is expressly agreed that upon proper acceptance by the School District of Volusia County of any or all items bid above, a contract shall thereby be created with respect to the items in this bid being accepted.

7. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid, including the pricing.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID:

SIGNED BY_____TITLE_____

COMPANY NAME_____TELEPHONE NO._____

ADDRESS_____DATE_____

CITY_____STATE_____ZIP CODE_____

REQUEST FOR APPROVAL OF PROPOSED PURCHASING TRANSACTION INVOLVING POSSIBLE CONFLICT OF INTEREST

INSTRUCTIONS: This form is required to be completed by any employee or former employee within two years of termination of employment who proposes or whose near relative proposes to either directly or indirectly purchase, sell, rent, or lease any realty, goods, or services from any business entity of which the employee or employee's immediate family has a material interest; nor shall any such individual either directly or indirectly sell, rent or lease any realty, goods, or services to the District.
See previous page for full policy statement.
Completion of this request does not constitute authorization for work to begin or for services to be provided

Name and Title of Employee making request	☐ Employee | ☐ Former Employee
Division / Department	Separation Date:
Building / Room	Telephone Extension

CHECK AND COMPLETE THE APPROPRIATE ITEM:

☐ I propose to directly or indirectly purchase, rent, sell, or lease any realty, goods, or services to the District.
☐ A near relative * proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	

☐ I own or control more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Business:
Nature of Interest:

☐ A near relative * own or controls more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	
Name of Business:	
Nature of Interest:	

Describe the realty, goods or services proposed:

Are the realty, goods or services available commercially?

I certify that no District time, material, equipment or facilities have been or will be used in connection with any resulting purchase order or contract.
I certify that I have not or will not make, or participate in the making of the District's decision to purchase the realty, goods or services covered by this disclosure.

Signature of Employee	Date

APPROVALS

Employee's Department Head (not required if former employee)	Other Administrative Approval

* See reverse side for definition

The School District of Volusia County
Purchasing & Warehouse Services
3750 Olson Drive
Daytona Beach, FL 32124

Ph: 386-947-8786
Fax: 386-506-5056

POLICY REGARDING EMPLOYEE CONFLICT OF INTEREST IN PURCHASING

Definitions

Employee—any individual who is presently employed by the District or whole separation from the District occurred within two years of the date of the proposed transaction.

Near Relative—spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step relatives in the same relationship.

Employee-Vendor Relationship—a relationship in which an employee, or near relative, acts as an independent contractor for the purpose of renting or selling goods or providing services to the District.

Policy

Conflict of Interest—The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidder(s) must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Furthermore, all bidder(s) must disclose the name of any Board Employee who owns directly or indirectly, any interest of five per cent (5%) or more of the total assets of capital stock in the bidder's firm.

(F.S. Chapter 112, Part III.)— "*No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.*

Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision."

Ethics in Purchasing—The provisions of School Board policy 426 regarding Vendor Relations shall apply regarding any "compensation" or "gifts". Pursuant to Section 1-3 of the Volusia County School's Purchasing Manual, each transaction shall be handled objectively, without favoritism or discrimination, without seeking or dispensing personal favors and based on sound business judgment.

READ CAREFULLY – SIGN IN THE SPACE BELOW – FAILURE TO SIGN INVALIDATES BID

SIGNED BY: _____ TITLE _____

COMPANY NAME: _____ TELEPHONE NO.: _____

ADDRESS: _____ DATE: _____

CITY: _____ STATE: _____

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statue 287.087 hereby certifies that

_____ Does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature of Authorized Officer _____

Date _____

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No._____ for _____.

2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, *means*:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. as entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ Date: _____
(Signature)

STATE OF_____ COUNTY OF _____

_____APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally, known to me or provided the following identification _____, and affixed his/her signature in

the space provided above on this _____ day of _____, 20_____.

_____
NOTARY PUBLIC

My commission expires:

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 undersigned certifies, to the best of his/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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub- recipients shall certify and disclose accordingly.

_____

_____
Name/Address of Organization

_____
Name /Title of Submitting Official

_____ _____
Signature Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
( ) a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**( )** a. bid/offer/application b. initial award c. post-award	**( )** a. initial filling b. material change **For Material Change Only:** year _____ quarter _____ date of last report

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:**
( ) Prime **( )** Sub-awardee Tier _____ *(if known)* **Congressional District,** *if known*:	 **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CDA Number, *if applicable:* _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: **$**
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** (*including address if different from No. 10a)*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities in a material representation of fact upon which reliance was pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____

Federal Use Only:
Authorized for Local Reproduction Standard Form LLL
(Rev.7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1set tier. Sub-awards include but are not limited to sub-contracts, sub-grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example; Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1), if known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identify number available for the Federal action identified in Item 1 (e.g., Request for Proposal number (ITB), Invitation to Bid (ITB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. a. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
    b. Enter the full names of the individual(s) performing service(s) and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budge, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

The School Board of Volusia County Florida Insurance Requirements Form

Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Volusia County with certificates of insurance meeting the required insurance provisions prior to the service date.

Requirement (X)		Insurance Type		Required Limits
X	1	Workers' Compensation		In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements
			1A Employers Liability	Limit of $500,000.00 each Incident
X	2	Commercial General Liability		$2,000,000.00 Single Limit per Occurrence with $2,000,000.00 general aggregate.
			2A Bodily Injury & Property Damage	$1,000,000.00 Single Limit per Occurrence
	3	Indemnification		

The Contractor/Vendor, in consideration of One Hundred Dollars ($100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Volusia County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Volusia County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Volusia County.

X	4	Automobile Liability		
			4A Owned/Non-Owned/Hired Automobile Included	$2,000,000.00 per Each Occurrence
X	5	Professional Liability		$1,000,000.00 per Each Occurrence
			5A Errors and Omissions	$1,000,000.00 per Each Occurrence
			5B Builder's Risk	$1,000,000.00 per Each Occurrence
	6	Employee Crime		$2,000,000.00 per Each Occurrence
	7	Cyber Liability		$5,000,000.00 Single Limit per Occurrence
	8	Pollution Legal Liability		$1,000,000.00 Each Incident, with $10,000,000.00 General Aggregate

BIDDER'S AND INSURANCE AGENT STATEMENT:
The School Board of Volusia County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Volusia County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Volusia County desires proof of insurability at levels required for this bid.

The 'Certificate Holder' should read as follows:
The School Board of Volusia County, Florida
200 N. Clara Ave
Deland, FL 32720

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

A current certificate of insurance is attached: _____YES _____ NO

Bidder Name: _____ Bidder Title: _____

Signature of Bidder _____

BIDDER'S CHECK LIST INSTRUCTIONS

Bidder(s) shall indicate compliance with the Bid's submittal requirements by checking the appropriate box.

Item	Included (Initial Each)	Reference page #'(s)	Description
1		**1**	Signed Request for Invitation to Bid
2		1 and 14	Exhibit A: Bidder's Response Sheet (Attached Excel Sheet)
3		18	Authorized Distributor Letter(s)
4		1, 16, and **20**	Respondent's Experience/Qualifications and References Form
5		1, 7, 17, and **21**	Bidder's Statement of Principal Place of Business
6		1, 11, 16, and **22**	Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
7		1, 8, 17, **23**, **24**, and **25**	Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest Policy Regarding Employee Conflict of Interest in Purchasing
8		1, 2, 3, 8, 12, 14, 17, and 34	Addenda Acknowledgement Form Signed Addendum(s) Acknowledgement (if applicable)
9		1, 4, 5, 16, and **26**	Drug-Free Workplace Certificate
10		2, 16, **27**, and **28**	Public Entity Crimes Form
11		2, 3, 8, 10, 15, 16, and **29 - 31**	Certification Regarding Lobbying Disclosure of Lobbying Activities Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
12		1, 5, 16, and **32**	Insurance Requirements Form Certificate of Insurance (Copy of Bidder's Current Policy)
13		13 and **34**	ITB Label (Only applicable when hardcopies are submitted)
14		1, 3, 14, 18, and 19	Vendor Product Catalogs

_____ _____
BIDDER'S SIGNATURE DATE

_____
TYPE OR PRINT COMPANY NAME

(ONLY APPLICABLE IF SUBMITTING A HARDCOPY)

Vendor: Cut along the border and affix this label to your sealed bid envelope to identify it as a SEALED BID. Be sure to include the name and location of the company submitting the bid where requested on the label.

SEALED BID – DO NOT OPEN

Sealed Bid No.: **MTS-906BC**

Bid Name: **PLAYGROUNDS AND RELATED EQUIPMENT**

Due Date/Time: **OCTOBER 23, 2018 @ 2:00 PM**

Submitted By: _____
(Company Name)

_____
(City/State)

DELIVER TO: **Purchasing Department**
School Board of Volusia County
3750 Olson Drive
Facilities - Maintenance Bld.
Daytona Beach, FL 32124

Please note

From time to time, an addendum may be issued to a bid. Any such addenda will be posted on the same web site from which you obtained this bid. If you are a registered Vendor with the district, you will automatically receive notification of all addenda. If you are not, you should periodically check our web site to download any addenda which may have been issued since the release date of the bid.

To become a registered Vendor, you must complete an application in VendorLink, choose the commodities for which you wish to receive bid notifications, and submit. Once you receive notice you have been approved, you will begin to receive automatic notifications of both bids and addenda from VendorLink.

MTS-906BC, PLAYGROUNDS AND RELATED EQUIPMENT (% DISCOUNT)

Exhibit A
Bidder's Response Sheet

Directions to all Bidders: Place your percentage discount next to each categorical item that your are able to provide and place an "X" in the "Not Applicable" column for each categorical item that you are unable to provide. If there are other items you provide that are not listed, please use the "Other" line items to describe those items w/percentage discounts offered. Use the "Catalog Name & No." column to list out your correlating Catalog Name and Number. **Note 1: Bidder's may select more than one category. Note 2: Bidder's must offer a fixed percentage discount of at least 1.0% or higher to be considered for award.**

Category	% Discount	Not Applicable	Catalog Name & No.
Playground Design & Layout Services	%		
Grading and Site Prep Services	%		
Playground Equipment	%		
Playground Equipment Installation	%		
Surfacing Materials	%		
Surfacing Materials Installation	%		
Shade Structures	%		
Shade Structure Installation	%		
Picnic Tables	%		
Picnic Table Installation	%		
Park Benches	%		
Park Bench Installation	%		
Trash Receptacles	%		
Trash Receptacle Installation	%		
Miscellaneous Playground Equipment	%		
Misc. Playground Equipment Installation	%		
Miscellaneous Repair Services	%		
Miscellaneous Repair Parts	%		
Other: _____	%		
Other: _____	%		
Other: _____	%		

Vendor dba Name (Print or Type):_____

Vendor Representative Name (Print or Type): _____ **Date:**_____

Vendor Representative Signature (Blue Ink or Digital Signature):_____

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Dr. Carmen J. Balgobin
Superintendent of Schools

October 25, 2024

Top Line Recreation, Inc.
soniap@toplinerec.com

RE: CONTRACT NO. MTS-906BC
CONTRACT NAME: PLAYGROUNDS & RELATED EQUIPMENT
Extension Effective: February 1, 2025 – July 31, 2025

To Whom It May Concern:

Please be advised that the above-mentioned contract for PLAYGROUNDS & RELATED EQUIPMENT is due to expire January 31, 2024. With your consent, we would like to extend the above-mentioned contract for no longer than six months or until the School Board of Volusia County has awarded a new contract, whichever occurs earlier. The extension would be effective from February 1, 2025, and would expire no later than July 31, 2025. This extension is in compliance with Florida Statute 287.058(13).

Please have an authorized representative sign below indicating your company's intentions to renew the contract. Please email this signed letter directly to me at jldeveau@volusia.k12.fl.us as this will help expedite the extension process. The signed letter should be emailed to me no later than **Wednesday, November 6, 2024,** in order to meet our School Board meeting deadline.

Thank you for your partnership and continued interest in Volusia County Schools.

Sincerely,

Jennifer Deveaux

Jennifer Deveaux, Buyer
Procurement Department

The School Board of Volusia County DeLand, FL	**Top Line Recreation, Inc. Deltona, FL**
Signature Date	Sonia Perkins Digitally signed by Sonia Perkins Date: 2024.10.28 11:07:43 -04'00'
Ms. Jamie M. Haynes, Chair Printed Name & Title	SONIA M PERKINS -PRESIDENT Printed Name & Title
Signature Date	Terry Perkins Digitally signed by Terry Perkins Date: 2024.10.28 11:13:14 -04'00'
Dr. Carmen J. Balgobin, Superintendent Printed Name & Title	TERRY R PERKINS - VP Printed Name & Title

P.O. BOX 2118 · 200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475
An Equal Opportunity Employer

QUOTE

QUOTE #	TLRQ5957-01
PROJECT:	27th Ave Park

Top Line Recreation Inc.
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

Bill to:
Brian McCoy
City of New Smyrna Beach Parks & Rec
1800 Turnbull Bay Road
New Smyrna Beach, FL 32168
386-527-4917
bmccoy@cityofnsb.com

Ship to:
Brian McCoy
City of New Smyrna Beach Parks & Rec
1800 Turnbull Bay Road
New Smyrna Beach, FL 32168
386-527-4917
bmccoy@cityofnsb.com

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Debbie Lloyd	Net 30	Mar 25, 2025	Apr 24, 2025

#	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		27th Ave Beachfront Park Sails Replacement		
		School District Volusia County MTS906-BC Exp: 7/31/2025		
1	RPLNET	Shade Systems Replacement CoolNet™ Sails A-B-C-D-E-F including cables and stainless steel attachment plates Job 6359-1 *Above DOES NOT include Professional Engineer Sealed Drawings or Calculations	$70,223.28	$70,223.28
		25.0% Discount SBVC		-$17,555.82
1	RPLNET	Shade Systems Shade Systems Replacement CoolNet™ fabric and cables only for a R203008 - Job 6359-4. *Above DOES NOT include Professional Engineer Sealed Drawings or Calculations.	$9,310.34	$9,310.34
		25.0% Discount SBVC		-$2,327.59
1	FREIGHT	Shipping / Handling Charge to New Smyrna Beach, Florida 32168	$2,887.18	$2,887.18
		NOTE: Customer responsible for installation of both fabric canopy shade coverings at both locations.		

SUBTOTAL	$62,537.39
TAX RATE	
SALES TAX	$0.00
TOTAL	$62,537.39

Please contact me if I can be of further assistance.
Debbie Lloyd 407-579-1410.

QUOTE

QUOTE #	TLRQ5953
PROJECT:	Riverside /



Top Line Recreation Inc.
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

Bill to:
Brian McCoy
City of New Smyrna Beach P&R Facilities
1800 Turnbull Bay Road
New Smyrna Beach, FL 32168
386-527-4917
bmccoy@cityofnsb.com

Ship to:
Brian McCoy
City of New Smyrna Beach P&R Facilities
Riverside / Manatee Park
1800 Turnbull Bay Road
New Smyrna Beach, FL 32168
386-527-4917
bmccoy@cityofnsb.com

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Debbie Lloyd	Net 30	Mar 25, 2025	Apr 24, 2025

#	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Replacement of Sail shade over playground at Riverside / Manatee Park		
		School District Volusia County MTS906-BC Exp: 7/31/2025		
1	RPLNET	Replacement CoolNet™ Sails A-B-C including cables and stainless-steel attachment plates per attached drawing dated 9/10/2018 - Job 6261.	$73,242.16	$73,242.16
		25.0% Discount SBVC		-$18,310.54
1	FREIGHT	Shipping / Handling Charge to New Smyrna Beach, Florida 32168	$2,269.23	$2,269.23
		NOTE: Customer responsible for installation of both fabric canopy shade coverings at both locations.		

SUBTOTAL	$57,200.85
TAX RATE	
SALES TAX	$0.00
TOTAL	$57,200.85

Please contact me if I can be of further assistance.
Debbie Lloyd 407-579-1410.

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF A PIGGYBACK AGREEMENT WITH HOWCO ENVIRONMENTAL SERVICES FOR REMOVAL OF ASPHALT TAC RAIL CAR.

April 22, 2025

Background:

At the city pit site located at 1292 Turnbull Bay Road there is an old rail car that contains tac that was used in resurfacing roads. We will be removing the substance inside. All material will be handled and removed per guidelines. The material will be taken to an appropriate landfill for final disposal.

As part of this removal process we are asking for approval to bypass the purchasing guidelines for removal of the tank after it is emptied using Howco Environmental Services. Howco will already be onsite removing the substance from inside and they can remove the rail car at the same time.

Removal of substance - $79,981.50
Removal of tank - $58,512.45

Fiscal Analysis:

CRA funding - $138,493.95

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

PIGGYBACK AGREEMENT W CONTRACT AND AWARDED PROPOSAL
MA Howco 2026.pdf
OPENING TABULATION.pdf
Howco Haz Waste Removal 2025-03-13 14_36_44.doc
Howco Rail Car Disposal 2025-03-13 14_34_55.doc
COI.pdf
SIGNED HUMAN TRAFFICKING FORM.pdf

Howco Environmental Services
ITB 20-B-25AK, Pick-up and Disposal of Oil, Fluids and Filters

The City of New Smyrna Beach ("City") enters this "Piggyback" Contract with Howco Environmental Services (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of New Smyrna Beach allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Volusia County, said contract being identified as: **ITB 20-B-25AK, Pick-up and Disposal of Oil, Fluids and Filters,** (said original contract being referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of New Smyrna Beach, as follows:

a) Period ("Term") of the Agreement: Coterminous with ITB 20-B-25AK, Pick-up and disposal of oil, fluids and filters.

b) Insurance Requirements: In addition to the requirements in Exhibit A, Vendor shall provide certificate of insurance naming the City of New Smyrna Beach as an additional insured.

c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, CITY HALL, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA 32168, CLERK@CITYOFNSB.COM, (386) 410-2631.

d) Address change for the City of New Smyrna Beach: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of New Smyrna Beach, attention of City Manager, at City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168. The designated representative for this contract is David Ray, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, telephone number 386-410-2202, and email dray@cityofnsb.com.

e) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Volusia County, Florida. Litigation between the parties arising out of this contract must be in Volusia County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

f) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Volusia County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

g) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of New Smyrna Beach and the Vendor.

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

Entered this _____ day of_____, 2025.

Attest	**Howco Environmental Services**
Tanya Wray	*Ronald Schultz*
_____	_____
Authorized Signature	*Authorized Signature*
Tanya Wray, Office Assistant	Ronald Schultz, Environmental Specialist
_____	_____
Print Name and Title	*Print Name and Title*
Address: 4368 Live Oak Blvd	Address: 3701 Central Avenue
Palm Harbor, FL 34685	St. Petersburg, Florida 33713
_____	_____
City, State, Zip	*City, State, Zip*
_____	_____
Date 04/14/25	*Date* 04/14/25

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor

Date: _____

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

_____Carrie Avallone City Attorney

Master Agreement

NO. 760 20453A - 2

TERM: 2023-10-06 to 2024-10-06

Date Issued: 12/15/2023

Vendor contact:	**County contact:**	**Bill To:**
Name: BARBARA HENDRIX **Phone:** 800-435-8467 **Ext.:** **E-mail:**	**Name:** JENNIFER STIRK **Phone:** 386-947-2952 **Ext.:** CENTR) **E-mail:** JStirk@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: **Vendor No.** 98101500040 HAGAN HOLDING COMPANY HOWCO ENVIRONMENTAL SERVICES 24133 S.R. 40 ASTOR, FL 32102-3031		**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 20-B-25AK 8193	**Purchasing** JALENE SERWANSKI **Phone:** 386-626-6622 **Ext:** 16622 **E-mail:** jserwanski@volusia.org
Award Date:	**Payment Terms:** Net 45 Days, FOB Dest, Freight allowed
Award Authorization: DIRECTOR	

Document Description:
PICK-UP AND DISPOSAL OF OIL, FLUIDS, AND FILTERS

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	96871	EA	As per attached pricing,	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

E-Verify. By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095, Fla. Stat.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

SUBMIT TO:

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608

AN EQUAL OPPORTUNITY EMPLOYER

CONTACT PERSON:
Andrew Kokitus, CPPO..... 386-943-7009
Email:..... akokitus@volusia.org

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH:.... 386-423-3300

INVITATION TO BID

www.volusia.org/purchasing

TITLE:	NUMBER:	SUBMITTAL DEADLINE:
Pick-Up and Disposal of Oil, Fluids, and Filters	**20-B-25AK**	**Tuesday, August 25, 2020, at 3:00 p.m., ET**

SEE SECTION 2.5, DELIVERY OF BIDS FOR SUBMITTAL REQUIREMENTS

PRE BID DATE, TIME AND LOCATION:	
No pre-bid conference is being held.	*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED*

FIRM'S NAME:

MAILING ADDRESS:

CITY – STATE – ZIP:

E-MAIL ADDRESS:

The vendor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

x _____
Authorized Signature Date

_____
Printed Name

_____
Title

PHONE NUMBER:	FAX NUMBER:	FEDERAL I.D. or SOCIAL SECURITY NUMBER:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

TABLE OF CONTENTS

1.0 SCOPE OF WORK 3
1.1 Contractor Responsibilities 3
1.2 Products 4
1.3 Pricing 4
1.4 Locations 4
1.5 Reporting and Invoicing 4
1.6 State and Federal Laws 5
1.7 Exhibits and Attachments 5
2.0 SPECIAL CONDITIONS 6
2.1 Bid Closing Date 6
2.2 Proposed Schedule 6
2.3 Point of Contact 6
2.4 Questions, Exceptions, and Addenda 6
2.5 Delivery of Bids 7
2.6 Pre-bid Conference 7
2.7 Bid Submittal Form 8
2.8 Definition of Responsive and Responsible for this Bid 8
2.9 Local Preference Availability 8
2.10 Payment Terms 9
2.11 Award Term 9
2.12 Price Redeterminations 9
2.13 Compliance with Federal Transit Administration Regulations 12
2.14 Compliance with E-Verify Federal Requirements 12
2.15 Termination 12
2.16 Damages 13
3.0 DEFINITIONS 14
4.0 SUBMITTAL REQUIREMENTS *(Submit in the following order)* 16
5.0 BID SUBMITTAL FORM 18
6.0 REFERENCES 20
7.0 CONFLICT OF INTEREST FORM 21
8.0 DRUG-FREE WORK PLACE 22
9.0 CERTIFICATION REGARDING DEBARMENT 23
10.0 CERTIFICATION REGARDING DEBARMENT (SUB) 24
11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS 25
12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS 26
13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION 27
14.0 PROOF OF EXEMPTION 28
15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES 29
16.0 HOLD HARMLESS AGREEMENT 30

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Pick-Up and Disposal of Oil, Fluids, and Filters** for the County of Volusia, Florida.

1.0 SCOPE OF WORK

The County of Volusia is seeking qualified vendors to perform services related to the pickup and disposal of oils, fluids, and other environmentally sensitive products used within the County which require special handling. Departments include, but are not limited to: Solid Waste, VOTRAN, Fleet Management, Road and Bridge, and Daytona Beach International Airport. Payments, invoicing, and reporting will be separate for each County department.

1.1 Contractor Responsibilities

Contractor shall:

A. Pick up all oils, fluids, chemicals, and products listed in section 1.2 Products, and transport and dispose of materials in accordance with local, state and federal rules and regulations.

B. Provide properly labeled drums for chemicals, paints and used oil filters and replace drums as required.

C. Provide environmental studies for emergency spills and contaminations, as requested.

D. Provide soil sampling, as requested.

E. Provide a monthly generation report of the waste stream processed by site location for Florida Department of Environmental Protection (FDEP) reporting.

F. Provide an unsigned manifest weekly with quantity of waste serviced for any unmanned Solid Waste public used oil collection site. This shall not apply when employees are available for signature at the various departmental pick-up locations.

G. Adhere to provided service frequency at all collection sites unless otherwise approved by project manager.

H. Be required to provide pump out service in preparation for an impending natural disaster, such as a storm or hurricane, or in the event of a spill or release at a county site.

I. Notify the County Project Manager immediately in the event of a spill or release at a county site. The County Project Manager will notify Florida Department of Environmental

Protection (FDEP), if necessary. Contractor shall be responsible for all cleanup actions with approval from the County Project Manager. Within ten (10) days, Contractor shall supply the County Project Manager, in writing, the actions taken to remediate the issue.

1.2 Products

A. Oil with less than 8% water content.
B. Oil with 8% or more water content.
C. Antifreeze
D. Used Automotive Filters
E. Used Paint - Oil Based and Water Based
F. Paint Solvents
G. Aircraft Deicer
H. Sludge
I. Mixed liquids
J. Chemical Pads and Absorbents

1.3 Pricing

All pricing shall be submitted as requested on the Bid Submittal Form and shall be inclusive of all fees and charges required for the collection of the product(s).

1.4 Locations

A. The County's Solid Waste Department operates seventeen (17) Public Used Oil Collection Centers (PUOCC). Most of the locations feature unmanned "igloo" type containers where county residents may drop off used oil and used oil filters only.

B. Several County Departments require used oil, filters, and other fluid pickup on a regular basis. These departments include, but are not limited to, Daytona Beach International Airport, VOTRAN, Fleet, Road and Bridge, and Solid Waste.

C. Attachment B – Pick-up Sites lists the current public recycling and departmental pickup locations and frequency.

D. The County reserves the right to change frequencies and add or remove pickup sites and/or departments as needed throughout the life of the contract.

1.5 Reporting and Invoicing

A. All invoices shall indicate the number of drums picked up, amount of used oil or other waste stream removed and water content of oil removed.

B. Invoices shall reflect the pricing as quoted (i.e. per drum or per gallon).

C. Payments and invoices shall be submitted weekly along with the appropriate

manifest used to track the waste streams. For those waste streams that are processed at no charge the manifest shall be provided at the times of service for manned facilities and weekly for services for the unmanned facilities.

D. Payments and invoices shall indicate the site locations, manifest numbers, date of service, waste streams, and quantity of each waste stream.

E. All payments and invoices shall be submitted directly to the requesting division for processing.

F. Invoices for any work completed, including emergencies, shall have the breakdown of services and hours detailed, and all work shall be approved prior to commencement of work. If additional services are required through clean up, this shall be communicated in writing and approved by the designated County Project Manager.

1.6 State and Federal Laws

A. Florida has adopted and incorporated portions of Title 40 Code of Federal Regulations (CFR) Parts 260-271 into its Florida Administrative Code (FAC) Rule 62-730. In some instances, FAC 62-730 is more stringent than 40 CFR. Vendor shall meet all requirements set forth with both State and Federal Department of Environmental Protection. For clarification see: http://www.dep.state.fl.us/waste.

B. All reports requested shall be done in compliance with State regulations on reporting and filed accordingly with Department of Environmental Protection.

C. Vendor must possess/maintain all required local, State, and/or Federal permits, registrations, certifications, and licenses.

1.7 Exhibits and Attachments

A. Exhibit I General Conditions and Instructions

B. Exhibit II Insurance

C. Exhibit III Federal Contract Provisions

D. Attachment A—Pricing Form

E. Attachment B—Pick-up Sites

F. Attachment C—Estimated Monthly Totals

2.0 SPECIAL CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., ET, on Tuesday, August 25, 2020. Bids received after this time will not be considered.

2.2 Proposed Schedule

July 27, 2020 .....Invitation to Bid Available
August 11, 2020 .....Last Day to Receive Written Questions
August 25, 2020 .....Bid Closing Date

2.3 Point of Contact

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Andrew Kokitus, CPPO, Procurement Analyst
Telephone: 386-943-7009
Fax: 386-736-5972
E-mail: ..... akokitus@volusia.org

2.4 Questions, Exceptions, and Addenda

It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.3 who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

2.5 Delivery of Bids

The County is in the process of transitioning to a new e-Bid/RFx software powered by Negometrix, which is a completely free service for all respondents. Bids may be submitted electronically through this online platform, or responses may still be delivered to the County. By using Negometrix, prospective Bidders will be provided with all information regarding this solicitation including addendums and any changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a bid response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the Bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com

Once your company is registered with Negometrix, you will be able to submit your bid securely, anytime before the bid deadline, at https://app.negometrix.com/buyer/970 by clicking the PARTICIPATE BUTTON under the solicitation. Bids submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current bid deadline.

To be notified of future solicitations, register your company at app.negometrix.com.

If Bids are not being submitted via Negometrix, they shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608
Mark package(s) **"Bid #20-B-25AK, Pick-Up and Disposal of Oil, Fluids, and Filters"**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.6 Pre-bid Conference

No pre-bid conference will be held.

2.7 Bid Submittal Form

A. See *Submittal Requirements* for complete details.

B. Each Bidder shall submit one (1) COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section **4.0**. Electronic copies shall NOT be password protected. **If submitting via Negometrix, a CD or USB is not required.**

Note the solicitation number and name of company on the CD or USB drive.
Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section **5.0**) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.8 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Bid. (Responsive)

B. The greatest benefits to Volusia County as it pertains to: (Responsible)
1. Total Cost;
2. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
3. All technical specifications associated with this Bid;
4. Attachment C—Third Party Requirements (FTA).
5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.9 Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per Exhibit I, General Conditions and Instructions section 10. Local Preference.

2.10 Payment Terms

A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.11 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.12 Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section 2.12 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the

quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. *Wage Price Redetermination*. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor https://stats.bls.gov/data/. The base figure will be tied to the Transportation and material moving occupations under the heading Service Providing Industries (CIU2010000520000I). Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

C. *Minimum Wage Price Redetermination*. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

1. *Example*: Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

D. *Fuel Price Redetermination*. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement

termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "*Unleaded Gasoline - WPU057104*" or *"#2 diesel fuel - WPU057303,*" as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

E. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Material Recyclers—other recyclable materials (PCU429930429930459)", as published by the Bureau of Labor Statistics.

F. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	=	.....$200.50
Base index PPI	=	..... - $179.20
PPI increase dollars	=	……..……..$21.30

PPI increase percentage ($21.30 ÷ $179.20 = .1189)……..……..11.9%

Unit cost of the service is		.....$100.00
30% of $100.00 is directly attributed to the redetermination category		....$30.00
$30.00 × 11.9%	=	.....$3.57
New unit price for the product/service is ($100 + $3.57)		.....$103.57

G. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 2.12, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section 2.12 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section 2.12, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.13 Compliance with Federal Transit Administration Regulations

COMPLIANCE WITH REGULATIONS: Contractor(s) must be in compliance with applicable Federal Transit Administration (FTA) regulations as indicated in the FTA Master Agreement and Best Practices Procurement.

Contractor(s) shall provide all requested information for State and Federal Reporting requirements in a timely manner. These documents can be found on the Internet at: https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2019

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf

2.14 Compliance with E-Verify Federal Requirements

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this Section 2.14 or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

2.15 Termination

A. County may terminate this Agreement upon at least sixty (60) days prior written notice to Contractor.

B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.

C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

2. Inform County of the extent to which performance is completed;

3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Services

under the Agreement as is not terminated and with the prior approval of the County; and,

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.11 - Award Term, Section 2.10 - Payment Terms and this Section 2.15 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

E. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section 2.15- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.

F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.

G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.16 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.0 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

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4.0 SUBMITTAL REQUIREMENTS *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- ❑ **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

- ❑ **Required Copies and Electronic Copy on CD or USB drive if not submitting via Negometrix.** (see Section 2.7)

- ❑ **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org. If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.

- ❑ **Completed Bid Submittal Form** (use attached form Section 5.0).

- ❑ **References** - List at least three (3) recent references where the proposed service has been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

- ❑ **Business Tax Receipt** (BTR)

  To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

  There are two exceptions to this Bid submission requirement:
  1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
  2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

     For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

- ❑ **Insurance -** (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 16.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- ❑ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

- ❑ **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

- ❑ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.

- ❑ **Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.

- ❑ **Drug-Free Work Place form** (use attached form Section 8.0).

- ❑ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).

- ❑ **Certification Regarding Debarment – Sub** *if applicable* (use attached form Section 10.0).

- ❑ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)

- ❑ **Exhibit III Federal Contract Provisions**

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

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_____, 2020

5.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____ _____ has carefully examined the specifications to furnish Pick-Up and **Disposal of Oil, Fluids, and Filters**, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., ET, on Tuesday, August 25, 2020,** and further declares that the firm will furnish the Pick-Up and **Disposal of Oil, Fluids, and Filters** according to specifications.

Complete Attachment A–Pricing
(Open Attachment A from website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically. Return electronic file version on CD/USB and a printout with submittal.)

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor ❑ **Yes** ❑ **No** **Total number employees** ....._____

F.O.B. Destination

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel? ....._____**%**

Which does the firm use: ❑ **Diesel fuel** or ❑ **Gasoline?**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages? ....._____**%**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials? ....._____**%**

Prompt payment discount, if applicable: _____ %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ❑ YES ❑ NO

Do you offer a discount for electronic funds transfer (EFT)? ❑ YES, ____ % ❑ NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 20-B-25AK**, "Pick-Up and Disposal of Oil, Fluids, and Filters",** including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

✖		
Authorized Signature		
Printed Name		
Title		Date
Company Name		
Full Address		
Telephone	Fax	E-mail Address
Dun & Bradstreet #		Federal I.D. #

6.0 REFERENCES

Agency #**1**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #**2**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #**3**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

_____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of ❑ *physical presence or* ❑ *online notarization this* ____ *day of* _____, *20*____, *by* _____, *who is/are personally known to me* ***or*** *who has/have produced* _____ *as identification.*

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission No.: _____

(Seal) *Commission Expires:* _____

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

_____does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions
TO BE COMPLETED BY CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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 a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a 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.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS

A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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 a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a 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.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ❒ Yes ❒ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ❒ Yes ❒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of ❑ *physical presence or* ❑ *online notarization this* ____ *day of* _____, *20*____, *by* _____, *who is/are personally known to me* ***or*** *who has/have produced* _____ *as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
(Seal) *Commission Expires:* _____

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ❒ Yes ❒ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ❒ Yes ❒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of ❑ *physical presence or* ❑ *online notarization this* ____ *day of* _____, *20*____, *by* _____, *who is/are personally known to me* ***or*** *who has/have produced* _____ *as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
Commission Expires: _____

(Seal)

13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder’s subcontractors and Bidder’s implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

14.0 PROOF OF EXEMPTION



BUSINESS SERVICES REVENUE DIVISION
123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-5729
www.volusia.org/revenue

I certify that the business known as (*business name*) _____, providing _____ services, which is located at (*street address*) _____ _____, (*city*) _____, falls under the business tax exemption described in:

- ❑ Florida Statute 205.054
- ❑ Florida Statute 205.055
- ❑ Florida Statute 205.063
- ❑ Florida Statute 205.064
- ❑ Florida Statute 205.065
- ❑ Florida Statute 205.066
- ❑ Florida Statute 205.067
- ❑ Florida Statute 205.162
- ❑ Florida Statute 205.191
- ❑ Florida Statute 205.192
- ❑ Florida Statute 205.193
- ❑ Florida Statute 205.196

_____ _____
(Authorized Signature) *(Printed Name)*

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of ❑ *physical presence or* ❑ *online notarization this* _____ *day of* _____, *20*____, *by* _____, *who is/are personally known to me* ***or*** *who has/have produced* _____ *as identification.*

_____

NOTARY PUBLIC – STATE OF _____
Type or print name:

_____

Commission No.: _____
Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

_____
Revenue Director/Designee
Not valid without signature

15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent:_____

By:_____

(Authorized Signature)

Title:_____

Date:_____

16.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ *(please insert name of contract)*, (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ *(print name)* _____ *(signature)*
Employee 1: _____ *(print name)* _____ *(signature)*
Employee 2: _____ *(print name)* _____ *(signature)*
Employee 3: _____ *(print name)* _____ *(signature)*

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of ❑ *physical presence or* ❑ *online notarization this* ____ *day of* _____, *20*____, *by* _____, *who is/are personally known to me* ***or*** *who has/have produced* _____ *as identification.*

_____
NOTARY PUBLIC – STATE OF
Type or print name:
_____
Commission No.: _____
(Seal) *Commission Expires:* _____

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

August 18, 2020

ADDENDUM NO. 1
ITB 20-B-25AK, Pick-Up and Disposal of Oil, Fluids, and Filters

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

The following questions have been received:

Q1. Do you anticipate extending the bid due date?
A1. No.

Q2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?
A2. If necessary, any additional details will be posted in the form of an addendum. See Section 36 of Exhibit 1 for award details.

Q3. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?
A3. No.

Q4. Other than your own website, where was this bid posted?
A4. This bid was advertised in accordance with Volusia County Ordinance Section 2-271.

Q5. List of Items, Schedule of Requirements, Scope of Work, Terms of Reference, Bill of Materials required.
A5. For the above items, please see the bid documentation and the corresponding exhibits and attachments.

Q6. Soft Copy of the Tender Document through email.
A6. Copies of the bid document and the corresponding exhibits and attachments can be located at www.volusia.org/bidlist. Search for 20-B-25AK.

Q7. Names of countries that will be eligible to participate in this tender.
A7. There are no restrictions to the countries that will be eligible to participate in this solicitation.

Q8. Information about the Tendering Procedure and Guidelines.
A8. Information about the solicitation procedures and guidelines can be found in the solicitation document and the corresponding exhibits and attachments. Additional information can be located at www.volusia.org/purchasing.

Q9. Estimated Budget for this Purchase?
A9. The estimated annual expenditure is approximately $90,000. Previous expenditure is not a guarantee of future expenditures.

Q10. Any Extension of Bidding Deadline?
A10. No.

Q11. Any Addendum or Pre Bid meeting Minutes?
A11. This in the only addendum and there was no pre-bid meeting.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1 **Total Pages: 2**

If there are any questions, please contact the staff member responsible for this project, Andrew G. Kokitus, CPPO, CPPB, Senior Procurement Analyst, at (386) 943-7009 or via E-mail: akokitus@volusia.org.

Jennifer Ditslear

Jennifer Ditslear, MBA, CPPB
Purchasing Manager
Purchasing and Contracts Division

Please sign and return Addendum 1 with ITB 20-B-25AK

Vendor: _____

Signed by (Name/Position):_____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS FORM WITH THE QUOTE SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

August 24, 2020

ADDENDUM NO. 2
ITB 20-B-25AK, Pick-Up and Disposal of Oil, Fluids, and Filters

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

The closing date has been changed to Thursday, August 27, 2020. The closing time remains the same at 3:00 p.m. ET.

The following questions have been received:

Q1. What company is contracted to pick up household hazardous waste?
A1. Except for items noted in this bid, Perma-Fix of Florida is the vendor contracted to conduct the household hazardous waste events for the Solid Waste division.

Q2. Which item on the pricing sheet represents "Flammables n.o.s"?
A2. Flammables n.o.s. would fall under the mixed liquids line item. For the Solid Waste division, the flammable n.o.s. will be old fuels from residents so it will have a high BTU value.

Q3. If the public drops off the oil into the igloos, where do they drop off the gasoline, or "mixed liquids"?
A3. The mixed liquids/fuels are collected at our manned sites only (Tomoka Farms Road Landfill and West Volusia Transfer Station).

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2 **Total Pages: 1**

If there are any questions, please contact the staff member responsible for this project, Andrew G. Kokitus, CPPO, CPPB, Senior Procurement Analyst, at (386) 943-7009 or via E-mail: akokitus@volusia.org.

Jennifer Ditslear

Jennifer Ditslear, MBA, CPPB
Purchasing Manager
Purchasing and Contracts Division

Please sign and return Addendum 2 with ITB 20-B-25AK

Vendor: _____

Signed by (Name/Position):_____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS FORM WITH THE QUOTE SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

August 27, 2020

ADDENDUM NO. 3
ITB 20-B-25AK, Pick-Up and Disposal of Oil, Fluids, and Filters

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

The closing date has been changed to Friday, August 28, 2020. The closing time remains the same at 3:00 p.m. ET.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 3 **Total Pages: 1**

If there are any questions, please contact the staff member responsible for this project, Andrew G. Kokitus, CPPO, CPPB, Senior Procurement Analyst, at (386) 943-7009 or via E-mail: akokitus@volusia.org.

Jennifer Ditslear

Jennifer Ditslear, MBA, CPPB
Purchasing Manager
Purchasing and Contracts Division

Please sign and return Addendum 3 with ITB 20-B-25AK

Vendor: _____

Signed by (Name/Position):_____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS FORM WITH THE QUOTE SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

SUBMIT TO:

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608

AN EQUAL OPPORTUNITY EMPLOYER

CONTACT PERSON:
Andrew Kokitus, CPPO..... 386-943-7009
Email:..... akokitus@volusia.org

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH:.... 386-423-3300

Volusia County
FLORIDA

INVITATION TO BID

www.volusia.org/purchasing

TITLE:	NUMBER:	SUBMITTAL DEADLINE:
Pick-Up and Disposal of Oil, Fluids, and Filters	**20-B-25AK**	**Tuesday, August 25, 2020, at 3:00 p.m., ET**

SEE SECTION 2.5, DELIVERY OF BIDS FOR SUBMITTAL REQUIREMENTS

PRE BID DATE, TIME AND LOCATION:

No pre-bid conference is being held.

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

Howco Environmental Services
FIRM'S NAME:

3701 Central Ave
MAILING ADDRESS:

St. Petersburg, FL 33713
CITY – STATE – ZIP:

LeeMorris@Howcousa.com
E-MAIL ADDRESS:

The vendor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

x _____ 8-20-20
Authorized Signature — Date

Lee Morris
Printed Name

Director - Operations
Title

PHONE NUMBER:	FAX NUMBER:	FEDERAL I.D. or SOCIAL SECURITY NUMBER:
727-543-5429	727-346-6698	59-2613500

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

4.0 SUBMITTAL REQUIREMENTS *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

☑ **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

☑ **Required Copies and Electronic Copy on CD or USB drive if not submitting via Negometrix.** (see Section 2.7)

☑ **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org. If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.

☑ **Completed Bid Submittal Form** (use attached form Section 5.0).

☑ **References** - List at least three (3) recent references where the proposed service has been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

☑ **Business Tax Receipt** (BTR)

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

   For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

☑ **Insurance** - (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 16.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

☑ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

☑ **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

☑ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.

☑ **Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.

☑ **Drug-Free Work Place form** (use attached form Section 8.0).

☑ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).

☑ **Certification Regarding Debarment – Sub** *if applicable* (use attached form Section 10.0).

☑ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)

☐ **Exhibit III Federal Contract Provisions**

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# H92075

Entity Name: HAGAN HOLDING COMPANY

Current Principal Place of Business:

% ARTHUR T. HAGAN
843 43RD ST. SOUTH
ST. PETERSBURG, FL 33711-1922

Current Mailing Address:

3701 CENTRAL AVE
ST PETERSBURG, FL 33713-8338 US

FEI Number: 59-2613500

Name and Address of Current Registered Agent:

HAGAN, ARTHUR T.
7100 SUNSET WAY#1208W
SAINT PETERSBURG, FL 33707 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the St

SIGNATURE: _____

Electronic Signature of Registered Agent

Officer/Director Detail :

Title	P	Title	VP FINANCE@ ADMIN/
Name	HAGAN, ARTHUR T.	Name	SCHUTZE, CHARLES J
Address	7100 SUNSET WAY #1208W	Address	3701 CENTRAL AVENU
City-State-Zip:	ST PETE BEACH FL 33707	City-State-Zip:	ST PETERSBERG FL

August 20, 2020

5.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] Hagan Holding Company DBA Howco Environmental Services has carefully examined the specifications to furnish Pick-Up and **Disposal of Oil, Fluids, and Filters**, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., ET, on Tuesday, August 25, 2020,** and further declares that the firm will furnish the Pick-Up and **Disposal of Oil, Fluids, and Filters** according to specifications.

Complete Attachment A–Pricing
(Open Attachment A from website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically. Return electronic file version on CD/USB and a printout with submittal.)

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor ☑ **Yes** ☐ **No** **Total number employees** 35

F.O.B. Destination

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel? ..... 5 %

Which does the firm use: ☑ **Diesel fuel** or ☐ **Gasoline?**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages? ..... 35 %

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials? ..... 60 %

Prompt payment discount, if applicable: N/A %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☑ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, ____ % ☑ NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 20-B-25AK, **"Pick-Up and Disposal of Oil, Fluids, and Filters"**, including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x [signature]		
Authorized Signature		
Lee Morris		
Printed Name		
Director Ops		8-20-20
Title		Date
Howco Environmental Services		
Company Name		
3701 Central Ave., St. Pete, Fl 33713		
Full Address		
727-543-5429	727-346-6698	LeeMorris@Howcousa.com
Telephone	Fax	E-mail Address
		59-2613500
Dun & Bradstreet # 624249751		Federal I.D. #

6.0 REFERENCES

Agency #1	RYAN PETROLEUM
Address	2650 EDISON AVE.
City, State, ZIP	FORT MYERS, FL 33916
Contact Person	CANDICE RYAN
E-mail	N/A Phone: 239-334-1357
Date(s) of Service	
Type of Service	PETROLEUM SUPPLIER
Comments:	
Agency #2	ADVANTAGE ROUTE SYSTEMS
Address	3201 LIBERTY SQUARE PKWY
City, State, ZIP	TURLOCK, CA 95380
Contact Person	DAVID KRAUTIL
E-mail	N/A Phone: 209-632-1122
Date(s) of Service	
Type of Service	ROUTING SOFTWARE
Comments:	
Agency #3	FLEET PRODUCTS
Address	12800 34th ST. NORTH
City, State, ZIP	CLEARWATER, FL 33762
Contact Person	TERESA MOFFIT
E-mail	N/A Phone: 727-573-1734
Date(s) of Service	
Type of Service	VENDOR
Comments:	

CITY OF ST. PETERSBURG, FLORIDA
LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. | DATE

13979 | September 20, 2019

2020
EXPIRES 9/30/2020

st.petersburg
www.stpete.org

Oper: TLAKELEHE Type: CC Drawer: 1
Date: 9/20/19 01 Receipt no: 1064544
2020 5582 HOWCO ENVIRONMENTAL
3701 CENTRAL AVE $85.00
SAINT PETERSBURG, FL 33713-8338 2275093
OR 11 RENEW OCC LICENSE $65.00
Trans number: 45210
CK CHECK $130.00

BUSINESS:

HOWCO ENVIRONMENTAL SERVICES
.
3701 CENTRAL AVE
SAINT PETERSBURG FL 33713-8338

20-00005582 DESCRIPTION OF OCCUPATION, PROFESSION, OR BUSINESS
HOLDING COMPANY 65.00

0.00
0.00
TOTAL 65.00

MAIL:

HOWCO ENVIRONMENTAL SERVICES
3701 CENTRAL AVE

SAINT PETERSBURG FL 33713

SEP 25 2019 SEP 25 2019

Changes in business name, address, mailing name or address, as well as additions to the business activity, may require additional applications. Please contact this office before making changes or if the description on this receipt does not reflect your entire business activity. Additional activities may require additional taxes.

Failure to renew before the expiration date may result in penalty fees being assessed.

Display this receipt conspicuously at all times in the place of business. If there is no place of business, this receipt must be presented to any police officer or officer of the city upon their request.

Many business taxes are transferable from one owner to another, or one location to another. To transfer this receipt, contact our office for information and price, and fill in the following.

This local business tax receipt does not allow the holder to violate any city law, ordinance or regulation. It is not an endorsement, approval or disapproval of the holder's skill or competence. This business tax receipt is not proof of the compliance or non-compliance of the holder with other laws, regulations or standards. In addition to obtaining this local business tax receipt, the holder shall be responsible for complying with all applicable laws, regulations and standards including but not limited to the City's Construction Services and Zoning Department requirements.

I, _____ hereby assign all my rights, title and interest in local business tax receipt # _____ to _____ . _____
(name of new owner) (signature of previous owner)

Office hours: Monday through Friday, 8 a.m. to 5 p.m. Phone: 727-893-7241

Client#: 72374 HOWEN1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2020

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Maria Jebb	
Acrisure dba Gulfshore Ins MWF 4100 Goodlette Rd N Naples, FL 34103 239 261-3646	PHONE (A/C, No, Ext): 239 435-7120	FAX (A/C, No): 239 435-2803
	E-MAIL ADDRESS: mjebb@gulfshoreinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Specialty Insurance Company	37885
INSURER C : Indian Harbor Insurance Company	36940
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hagan Holding Company
dba Howco Environmental Services
3701 Central Ave
St Petersburg, FL 33713

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GEC3001566	06/28/2020	06/28/2021	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 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X MCS-90 Incl / X Pollution Lia			AEC0056953	06/28/2020	06/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			UEC0056952	06/28/2020	06/28/2021	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Pollution Liab			PEC0056971	06/28/2020	06/28/2021	2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Auto Liability includes MCS90 and Broadened Pollution coverage form CA9948

CERTIFICATE HOLDER

For Information Purposes Only

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2020

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	CONTACT NAME:	
ACRISURE LLC 4100 GOODLETTE ROAD N NAPLES FL 34103 79HKY	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FLORIDA W.C. JUA	
INSURED	INSURER B:	
HAGAN HOLDING COMPANY DBA HOWCO ENVIRONMENTAL SERVICES & 3701 CENTRAL AVE ST. PETERSBURG FL 33713	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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PROJECT LOC						PRODUCTS – COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			(6FR13UB-6G46150-3-20)	03-17-20	03-17-21	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	N				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE – POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES
ONLY
3701 CENTRAL AVE
ST PETERSBURG FL 33713

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

©1988-2015 ACORD CORPORATION. All rights reserved.

7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* Lee Morris, am the *(title)* Director - Operations and the duly authorized representative of the firm of *(Firm Name)* Howco Environmental Services whose address is 3701 Central Ave, St. Petersburg, FL 33713, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: Lee Morris

Firm Name: Howco Env. Services

Date: 8-20-20

STATE OF Florida

COUNTY OF Pinellas

Sworn to and subscribed before me by means of ☑ *physical presence or* ☐ *online notarization this* 21 *day of* August, 2020, *by* Lee Morris, *who is/are personally known to me* ***or*** *who has/have produced* _____ *as identification.*

Notary Public State of Florida
Loretta S Sandefur
My Commission GG 942757
Expires 12/26/2023

Loretta S Sandefur

NOTARY PUBLIC – STATE OF Florida

Type or print name: Loretta S Sandefur

Commission No.: GG 942757

Commission Expires: 12/26/2023

(Seal)

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

August 18, 2020

ADDENDUM NO. 1
ITB 20-B-25AK, Pick-Up and Disposal of Oil, Fluids, and Filters

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

The following questions have been received:

Q1. Do you anticipate extending the bid due date?
A1. No.

Q2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?
A2. If necessary, any additional details will be posted in the form of an addendum. See Section 36 of Exhibit 1 for award details.

Q3. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?
A3. No.

Q4. Other than your own website, where was this bid posted?
A4. This bid was advertised in accordance with Volusia County Ordinance Section 2-271.

Q5. List of Items, Schedule of Requirements, Scope of Work, Terms of Reference, Bill of Materials required.
A5. For the above items, please see the bid documentation and the corresponding exhibits and attachments.

Q6. Soft Copy of the Tender Document through email.
A6. Copies of the bid document and the corresponding exhibits and attachments can be located at www.volusia.org/bidlist. Search for 20-B-25AK.

Q7. Names of countries that will be eligible to participate in this tender.
A7. There are no restrictions to the countries that will be eligible to participate in this solicitation.

Q8. Information about the Tendering Procedure and Guidelines.
A8. Information about the solicitation procedures and guidelines can be found in the solicitation document and the corresponding exhibits and attachments. Additional information can be located at www.volusia.org/purchasing.

Q9. Estimated Budget for this Purchase?
A9. The estimated annual expenditure is approximately $90,000. Previous expenditure is not a guarantee of future expenditures.

Q10. Any Extension of Bidding Deadline?
A10. No.

Q11. Any Addendum or Pre Bid meeting Minutes?
A11. This in the only addendum and there was no pre-bid meeting.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1 **Total Pages: 2**

If there are any questions, please contact the staff member responsible for this project, Andrew G. Kokitus, CPPO, CPPB, Senior Procurement Analyst, at (386) 943-7009 or via E-mail: akokitus@volusia.org.

Jennifer Ditslear

Jennifer Ditslear, MBA, CPPB
Purchasing Manager
Purchasing and Contracts Division

Please sign and return Addendum 1 with ITB 20-B-25AK

Vendor: Howco Env. Services
Signed by (Name/Position): Lee Morris Director-OBS
Phone No.: 727-573-5429 Date: 8/20/20

FAILURE TO RETURN THIS FORM WITH THE QUOTE SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
HAGAN HOLDING COMPANY DBA HOWCO ENVIRONMENTAL SERVICES

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3701 CENTRAL AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
ST PETERSBURG, FL 33713

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 6 1 3 5 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ DALE ZWICK VP FINANCE | **Date** ▶ JANUARY 30, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: Lee Morris Director-Ops
(Authorized individuals name and title)

For: Howco Environmental Services
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☑ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☑ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF Florida
COUNTY OF Pinellas

Sworn to and subscribed before me by means of ☑ *physical presence or* ☐ *online notarization this* 21 *day of* August, 2020 *by* Lee Moorris,
who is/are personally known to me **or** *who has/have produced* _____
as identification.

Notary Public State of Florida
Loretta S Sandefur
My Commission GG 942757
Expires 12/26/2023

(Seal)

Loretta S Sandefur
NOTARY PUBLIC – STATE OF Florida
Type or print name: Loretta S Sandefur
Commission No.: GG942757
Commission Expires: 12/26/2023

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: N/A
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ❒ Yes ❒ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ❒ Yes ❒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of ❑ *physical presence or* ❑ *online notarization this* ____ *day of* _____, *20*____, *by* _____, *who is/are personally known to me* ***or*** *who has/have produced* _____ *as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
Commission Expires: _____

(Seal)

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

HOWCO ENVIRONMENTAL SERVICES does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

LEE MORRIS DIRECTOR OPS
Name and Title

8-20-20
Date

Signature

HOWCO ENV. SVS.
Firm

3701 CENTRAL AVE.
Street address

ST. PETERSBURG, FL 33713
City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions
TO BE COMPLETED BY CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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 a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a 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.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

LEE MORRIS DIRECTOR OPS
Name and Title

8/20/20
Date

Signature

HOWCO ENV. SVS.
Firm

3701 CENTRAL AVE
Street address

ST. PETERSBURG, FL 33713
City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS

A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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 a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a 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.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title _____ Date _____

Signature N/A

Firm _____

Street address _____

City, State, Zip _____

15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: HOWCO ENVIRONMENTAL SERVICES

By: _____
(Authorized Signature)

Title: DIRECTOR-OPS

Date: 8-20-20

Vendor Name:	Type Vendor name here.
Service	Price of Service paid to Vendor (indicate if no charge or not offered)
1. Oil pickup less than 8% water / gallon	Charge $0.05 p/gal
2. Oil pickup 8% or more water / gallon	Charge $0.05 p/gal
3. Used Antifreeze pickup / gallon	No Pay / No Charge
4. Sludge pickup / gallon	$1.80
5. Mixed Liquids pickup / gallon	$0.75
6. Used Filter pick up / Drum	$30.00
7. Used Paint pick up / 16 gallon drum	$210.00
8. Used Paint pick up / 30 gallon drum	$210.00
9. Paint Solvents / 30 gallon drum	$210.00
10. Pads and Oil Absorbents / 55 gallon drum	$150.00
11. Aircraft Deicer / 55 gallon drum	$210.00
12. VAC Truck with operator	$115.00
13. Labor Rate per hour for additional services	$48.00

* attach separate price sheet for additional services offered.

Additional Fees

SERVICE	Price of Service	Unit
Service / Stop Fee	$60.00	Per stop

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 11, 2020

Richard Dillen
HOWCO Environmental Services
3701 Central Ave

Saint Petersburg, FL 33713 8338

BE IT KNOWN THAT

HOWCO Environmental Services
24133 State Road 40

Astor, FL 32102 3031

IS HEREBY REGISTERED AS A USED OIL

Transporter for Hire, Transfer Facility, Processor, Marketer, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
The Department of Environmental Protection hereby issues
Registration Number **FLD101828689** on **February 11, 2020**
Transporter Type: **Large For-Hire Transporter**

This registration will expire on 06/30/2021

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your on-line payment receipt are your receipts.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORAGE TANK REGISTRATION PLACARD
2020-2021

STCM ACCOUNT: 10424
FACILITY ID: 9200107
FACILITY: HOWCO ENVIRONMENTAL SRVCS
24133 HWY 40
ASTOR FL 32102 LAKE COUNTY
FACILITY TYPE: Bulk Storage Facility

PLACARD NO: 579644
PLACARD ISSUED: 06/09/2020
PLACARD EXPIRES: 06/30/2021

TANK SYSTEMS REGISTERED: 10

ACCOUNT OWNER: HOWCO ENVIRONMENTAL SERVICES INC
3701 CENTRAL AVE
SAINT PETERSBURG FL 33713 1922

HASH: EMERRZRFAFMPNN

The Storage Tank Registration placard must be posted at the facility.
It must be placed out of the weather and in plain view of inspectors entering the facility.

Under Section 376.3077, Florida Statutes, it is unlawful to deposit motor fuel into a stationary storage tank system that requires registration unless proof of valid registration is displayed at the facility.

Acceptance of this placard constitutes agreement to operate the registered tanks in compliance with applicable Statutes and Department Rules.

DEPARTMENT OF ENVIRONMENTAL PROTECTION IS ON THE INTERNET

The Web address for DEP is https://floridadep.gov/

You can access the Storage Tank Website by using https://floridadep.gov/waste/permitting-compliance-assistance/content/storage-tank-compliance. Look under the "Storage Tank Compliance Quick Links" section to find the links to storage tank rules, forms, database reports and program information.

CONTACT TANK REGISTRATION BY:

EMAIL - TankRegistration@dep.state.fl.us
PHONE - (850) 245-8839

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

August 18, 2020

ADDENDUM NO. 1
ITB 20-B-25AK, Pick-Up and Disposal of Oil, Fluids, and Filters

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The following questions have been received:

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A1. No.

Q2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?
A2. If necessary, any additional details will be posted in the form of an addendum. See Section 36 of Exhibit 1 for award details.

Q3. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?
A3. No.

Q4. Other than your own website, where was this bid posted?
A4. This bid was advertised in accordance with Volusia County Ordinance Section 2-271.

Q5. List of Items, Schedule of Requirements, Scope of Work, Terms of Reference, Bill of Materials required.
A5. For the above items, please see the bid documentation and the corresponding exhibits and attachments.

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A6. Copies of the bid document and the corresponding exhibits and attachments can be located at www.volusia.org/bidlist. Search for 20-B-25AK.

Q7. Names of countries that will be eligible to participate in this tender.
A7. There are no restrictions to the countries that will be eligible to participate in this solicitation.

Q8. Information about the Tendering Procedure and Guidelines.
A8. Information about the solicitation procedures and guidelines can be found in the solicitation document and the corresponding exhibits and attachments. Additional information can be located at www.volusia.org/purchasing.

Q9. Estimated Budget for this Purchase?
A9. The estimated annual expenditure is approximately $90,000. Previous expenditure is not a guarantee of future expenditures.

Q10. Any Extension of Bidding Deadline?
A10. No.

Q11. Any Addendum or Pre Bid meeting Minutes?
A11. This in the only addendum and there was no pre-bid meeting.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1 **Total Pages: 2**

If there are any questions, please contact the staff member responsible for this project, Andrew G. Kokitus, CPPO, CPPB, Senior Procurement Analyst, at (386) 943-7009 or via E-mail: akokitus@volusia.org.

Jennifer Ditslear

Jennifer Ditslear, MBA, CPPB
Purchasing Manager
Purchasing and Contracts Division

Please sign and return Addendum 1 with ITB 20-B-25AK

Vendor: Howco Env. Services
Signed by (Name/Position): Lee Morris Director-OBS
Phone No.: 727-573-5429 Date: 8/20/20

FAILURE TO RETURN THIS FORM WITH THE QUOTE SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

ACCESS TO RECORDS AND REPORTS

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3)

Scanned with CamScanner

years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

SEE MASTER AGREEMENT.

VENDOR CERTIFIES COMPLIANCE WITH 49 U.S.C. 5325 /18 CFR 18.36 (i) /49 CFR 633.17

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

Sources of Authority:
[1] 49 USC 5325 (a)
[2] 49 CFR 633.17
[3] 18 CFR 18.36 (i)

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BID PROTEST PROCEDURES

Volusia County has established Bid Protest Procedures that can be reviewed at: www.volusia.org/purchasing.

In addition, on this federally funded project, bidders have the right to appeal directly to the Federal Transit Administration within five days of the date when the bidder has received actual or constructive notice of our final decision. Appeals to the Federal Transit Administration should be sent to the following address.

Federal Transit Administration
Region IV
Office of Procurement Management
230 Peachtree, NW
Suite 1400
Atlanta, GA 30303

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

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B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

SEE MASTER AGREEMENT

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

46 U.S.C. § 55305

46 C.F.R. part 381

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

c. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

d. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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e. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

Votran / Volusia County is an Equal Opportunity Employer. As such, Votran / Volusia County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Votran / Volusia County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor

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agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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SEE MASTER AGREEMENT

VENDOR	HOWKO Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding $150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- It will not use any violating facilities;
- It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

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- It will report violations of use of prohibited facilities to FTA; and
- It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

SEE MASTER AGREEMENT

VENDOR	Hawco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

42 U.S.C. §§ 7401 – 7671q
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding $250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. *See* 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

Federal Transit Administration website Disadvantaged Business Enterprise page click here

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Department of Transportation website Disadvantaged Business Enterprise Program click here

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of Votran / Volusia County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of Votran / Volusia County to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Votran / Volusia County shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, Votran / Volusia County may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with Votran / Volusia County.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure

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by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Votran / Volusia County deems appropriate.

DBE Participation

For the purpose of this Contract, Votran / Volusia County will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying Votran / Volusia County or the Unified Certification Program (UCP)*]; or

2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an Votran / Volusia County whose DBE certification process has received FTA approval; or

3. Certified by another Votran / Volusia County approved by the Votran / Volusia County.

DBE Participation Goal

The DBE participation goal for this Contract is set at 10.75 %, with a proposed race-conscious/race-neutral split of 1.78% RC / 8.97% RN. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.75% of the total Contract price.

Votran is required to seek DBE participation and expects vendors to make a good faith effort to reach the goal. If the goal is not meet, the vendor should provide documentation of their good faith efforts. No penalty will be accessed if the goal is not met.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.

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- A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by Votran / Volusia County.

- An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule.**

- An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Votran / Volusia County will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that Votran / Volusia County will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- Documented communication with the Votran / Volusia County 's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- Pre-bid meeting attendance. At the pre-bid meeting, Votran / Volusia County generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
- The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- Written notification to DBE's encouraging participation in the proposed Contract; and

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- Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by Votran / Volusia County that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to Votran / Volusia County's DBE Liaison, Julio Holness; c/o Votran 950 Big Tree Road, South Daytona, FL 32119; jubet@bellsouth.net; 386-852-3545. The DBE Liaison will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.
As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Votran / Volusia County will send the Bidder/Offeror a written decision on its

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reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without Votran / Volusia County's prior written consent. Votran / Volusia County may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Votran / Volusia County in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

Votran / Volusia County shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to Votran / Volusia County that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

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Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to *Votran / Volusia County*. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

Votran / Volusia County to have access to necessary records to examine information as Votran / Volusia County deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of Votran / Volusia County, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time Votran / Volusia County has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Votran / Volusia County may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

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_____ The Bidder/Offer is committed to a minimum of___% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of____%) is committed to a minimum of_____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

SEE MASTER AGREEMENT

VENDOR	Hanka Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

DISTRACTED DRIVING

Required For All FTA Funded Contracts

FTA Master Agreement (25) Section 34. Safe Operation of Motor Vehicles. (b) Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

By signing below, you agree that you are in compliance with FTA Master Agreement (25) Section 34 as outlined above.

SEE MASTER AGREEMENT

VENDOR	HOWCO Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

Energy Conservation

The contractor agrees to 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.

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VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

FEDERAL CHANGES

Required For All FTA Funded Contracts

Applicability to Micro-Purchases:
Micro purchases are defined as those purchases under $3,000. These requirements do not apply to micro-purchases.

Flow Down:
The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language:
No specific language is mandated. The following language has been developed by the FTA.

Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to do so shall constitute a material breach of this contract.

VENDOR SIGNATURE REQUIRED FOR ALL CONTRACTS. SEE MASTER AGREEMENT

VENDOR CERTIFIES COMPLIANCE WITH 49 CFR Part 18

VENDOR	Hulco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

FLY AMERICA

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

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FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]*

_____

(End of statement)

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The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

SEE MASTER AGREEMENT

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180
2 C.F.R part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM 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.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions;

(a) Collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

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Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

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SEE MASTER AGREEMENT

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Mains
SIGNATURE	

2 C.F.R. part 180
2 C.F.R part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I) Executive Order 12549
Executive Order 12689

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INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F

Applicability to Contracts
The incorporation of FTA terms applies to all contracts.

Flow Down
The incorporation of FTA terms has unlimited flow down.

Model Clause/Language
FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Votran requests which would cause Votran to be in violation of the FTA terms and conditions.

VENDOR SIGNATURE IS REQUIRED FOR ALL PROCUREMENT PROJECTS.

VENDOR CERTIFIES COMPLIANCE CIRCULAR 4220.1F

VENDOR	HOWCO Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of $100,000 or more at any tier under a Federal grant. 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 agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

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

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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 sub-awards at all tiers (including subcontracts, sub-grants, 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.

_____ Signature of Contractor's Authorized Official

Lee Morris/Director of Operations Name and Title of Contractor's Authorized Official

8/24/20 Date

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SEE MASTER AGREEMENT

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Mullis
SIGNATURE	

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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SEE MASTER AGREEMENT

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Mills
SIGNATURE	

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be

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applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SEE MASTER AGREEMENT

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043 Executive Order No. 13513

U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

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Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

SEE MASTER AGREEMENT

VENDOR	Hovco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

23 U.S.C. part 402

Executive Order No. 13043 Executive Order No. 13513

U.S. DOT Order No. 3902.10

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of $10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of $10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

Votran / Volusia County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Votran / Volusia County best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Votran / Volusia County to be paid the Contractor. If the Contractor has any property in its possession belonging to Votran / Volusia County, the Contractor will account for the same, and dispose of it in the manner Votran / Volusia County directs.

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Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Votran / Volusia County may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Votran / Volusia County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Votran / Volusia County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Votran / Volusia County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Votran / Volusia County setting forth the nature of said breach or default, Votran / Volusia County shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Votran / Volusia County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Votran / Volusia County elects to waive its remedies for any breach by Contractor

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of any covenant, term or condition of this contract, such waiver by Votran / Volusia County shall not limit Votran / Volusia County remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

Votran / Volusia County, by written notice, may terminate this contract, in whole or in part, when it is in the Votran / Volusia County interest. If this contract is terminated, Votran / Volusia County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, Votran / Volusia County may terminate this contract for default. Votran / Volusia County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Votran / Volusia County.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, Votran / Volusia County may terminate this contract for default. Votran / Volusia County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while the Contractor has possession of Votran / Volusia County goods, the Contractor shall, upon direction of Votran / Volusia County, protect and preserve the goods until surrendered to Votran / Volusia County or its agent. The Contractor and Votran / Volusia County

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shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Votran / Volusia County.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Votran / Volusia County may terminate this contract for default. Votran / Volusia County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Votran / Volusia County may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Votran / Volusia County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Votran / Volusia County in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Votran / Volusia County, acts of another contractor in the performance of a contract with Votran / Volusia County epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Votran / Volusia County in writing of the causes of delay. If, in the judgment of Votran / Volusia County, the delay is excusable, the time for completing the work shall be extended. The judgment of Votran / Volusia County shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Votran / Volusia County.

Termination for Convenience or Default (Architect and Engineering)

Votran / Volusia County may terminate this contract in whole or in part, for the Votran / Volusia County's convenience or because of the failure of the Contractor to fulfill the contract obligations. Votran / Volusia County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Votran / Volusia County 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Votran / Volusia County has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Votran / Volusia County, Votran / Volusia County Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Votran / Volusia County may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Votran / Volusia County.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Votran / Volusia County.

Termination for Convenience or Default (Cost-Type Contracts)

Votran / Volusia County may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Votran / Volusia County or for the default of the Contractor. If the termination is for default, the

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notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by Votran / Volusia County. If the termination is for default, Votran / Volusia County may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Votran / Volusia County and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Votran / Volusia County the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, Votran / Volusia County determines that the Contractor has an excusable reason for not performing, the Votran / Volusia County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

SEE MASTER AGREEMENT

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B

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FTA THIRD PARTY CONTRACT CLAUSES BASED ON THE 2016 FTA BEST PRACTICES PROCUREMENT MANUAL

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at $150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provice for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the Votran / Volusia County

The Votran / Volusia County shall have the following rights in the event that the Votran / Volusia County deems the Contractor guilty of a breach of any term under the Contract.

- The right to take over and complete the work or any part thereof as Votran / Volusia County for and at the expense of the Contractor, either directly or through other contractors;

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- The right to cancel this Contract as to any or all of the work yet to be performed;
- The right to specific performance, an injunction or any other appropriate equitable remedy; and
- The right to money damages.

For purposes of this Contract, breach shall include [Votran / Volusia County to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Votran / Volusia County, the Contractor expressly agrees that no default, act or omission of the Votran / Volusia County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Votran / Volusia County directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Votran / Volusia County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Votran / Volusia County takes action contemplated herein, the Votran / Volusia County will provide the Contractor with sixty (60) days written notice that Votran / Volusia County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Votran / Volusia County s [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or

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otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Example 2: Votran / Volusia County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Votran / Volusia County and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Votran / Volusia County direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Votran / Volusia County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Votran / Volusia County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Votran / Volusia County is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Votran / Volusia County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SEE MASTER AGREEMENT

VENDOR	Howco Environmental Services
DATE	8/24/20
PRINT NAME	Lee Morris
SIGNATURE	

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

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COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

August 18, 2020

ADDENDUM NO. 1
ITB 20-B-25AK, Pick-Up and Disposal of Oil, Fluids, and Filters

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

The following questions have been received:

Q1. Do you anticipate extending the bid due date?
A1. No.

Q2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?
A2. If necessary, any additional details will be posted in the form of an addendum. See Section 36 of Exhibit 1 for award details.

Q3. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?
A3. No.

Q4. Other than your own website, where was this bid posted?
A4. This bid was advertised in accordance with Volusia County Ordinance Section 2-271.

Q5. List of Items, Schedule of Requirements, Scope of Work, Terms of Reference, Bill of Materials required.
A5. For the above items, please see the bid documentation and the corresponding exhibits and attachments.

Q6. Soft Copy of the Tender Document through email.
A6. Copies of the bid document and the corresponding exhibits and attachments can be located at www.volusia.org/bidlist. Search for 20-B-25AK.

Q7. Names of countries that will be eligible to participate in this tender.
A7. There are no restrictions to the countries that will be eligible to participate in this solicitation.

Q8. Information about the Tendering Procedure and Guidelines.
A8. Information about the solicitation procedures and guidelines can be found in the solicitation document and the corresponding exhibits and attachments. Additional information can be located at www.volusia.org/purchasing.

Q9. Estimated Budget for this Purchase?
A9. The estimated annual expenditure is approximately $90,000. Previous expenditure is not a guarantee of future expenditures.

Q10. Any Extension of Bidding Deadline?
A10. No.

Q11. Any Addendum or Pre Bid meeting Minutes?
A11. This in the only addendum and there was no pre-bid meeting.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1 **Total Pages: 2**

If there are any questions, please contact the staff member responsible for this project, Andrew G. Kokitus, CPPO, CPPB, Senior Procurement Analyst, at (386) 943-7009 or via E-mail: akokitus@volusia.org.

Jennifer Ditslear

Jennifer Ditslear, MBA, CPPB
Purchasing Manager
Purchasing and Contracts Division

Please sign and return Addendum 1 with ITB 20-B-25AK

Vendor: Howco Env. Services
Signed by (Name/Position): Lee Morris Director-OBS
Phone No.: 727-573-5429 Date: 8/20/20

FAILURE TO RETURN THIS FORM WITH THE QUOTE SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

Vendor Name:	Type Vendor name here.
Service	Price of Service paid to Vendor (indicate if no charge or not offered)
1. Oil pickup less than 8% water / gallon	Charge $0.05 p/gal
2. Oil pickup 8% or more water / gallon	Charge $0.05 p/gal
3. Used Antifreeze pickup / gallon	No Pay / No Charge
4. Sludge pickup / gallon	$1.80
5. Mixed Liquids pickup / gallon	$0.75
6. Used Filter pick up / Drum	$30.00
7. Used Paint pick up / 16 gallon drum	$210.00
8. Used Paint pick up / 30 gallon drum	$210.00
9. Paint Solvents / 30 gallon drum	$210.00
10. Pads and Oil Absorbents / 55 gallon drum	$150.00
11. Aircraft Deicer / 55 gallon drum	$210.00
12. VAC Truck with operator	$115.00
13. Labor Rate per hour for additional services	$48.00

* attach separate price sheet for additional services offered.

Additional Fees

SERVICE	Price of Service	Unit
Service / Stop Fee	$60.00	Per stop

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 11, 2020

Richard Dillen
HOWCO Environmental Services
3701 Central Ave

Saint Petersburg, FL 33713 8338

BE IT KNOWN THAT

HOWCO Environmental Services
24133 State Road 40

Astor, FL 32102 3031

IS HEREBY REGISTERED AS A USED OIL

Transporter for Hire, Transfer Facility, Processor, Marketer, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
The Department of Environmental Protection hereby issues
Registration Number **FLD101828689** on **February 11, 2020**
Transporter Type: **Large For-Hire Transporter**

This registration will expire on 06/30/2021

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your on-line payment receipt are your receipts.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORAGE TANK REGISTRATION PLACARD
2020-2021

STCM ACCOUNT: 10424
FACILITY ID: 9200107
FACILITY: HOWCO ENVIRONMENTAL SRVCS
24133 HWY 40
ASTOR FL 32102 LAKE COUNTY
FACILITY TYPE: Bulk Storage Facility

PLACARD NO: 579644
PLACARD ISSUED: 06/09/2020
PLACARD EXPIRES: 06/30/2021

TANK SYSTEMS REGISTERED: 10

ACCOUNT OWNER: HOWCO ENVIRONMENTAL SERVICES INC
3701 CENTRAL AVE
SAINT PETERSBURG FL 33713 1922

HASH: EMERRZRFAFMPNN

The Storage Tank Registration placard must be posted at the facility.
It must be placed out of the weather and in plain view of inspectors entering the facility.

Under Section 376.3077, Florida Statutes, it is unlawful to deposit motor fuel into a stationary storage tank system that requires registration unless proof of valid registration is displayed at the facility.

Acceptance of this placard constitutes agreement to operate the registered tanks in compliance with applicable Statutes and Department Rules.

DEPARTMENT OF ENVIRONMENTAL PROTECTION IS ON THE INTERNET

The Web address for DEP is https://floridadep.gov/

You can access the Storage Tank Website by using https://floridadep.gov/waste/permitting-compliance-assistance/content/storage-tank-compliance. Look under the "Storage Tank Compliance Quick Links" section to find the links to storage tank rules, forms, database reports and program information.

CONTACT TANK REGISTRATION BY:

EMAIL - TankRegistration@dep.state.fl.us
PHONE - (850) 245-8839

HOWCO Environmental Services
RESOURCE RECOVERY & EMERGENCY RESPONSE

September 9, 2020

Subject: Memorandum of Authority – Volusia County Bid

To Whom It May Concern,

I, Tim Hagan, President/CEO, authorize Lee Morris, Director of Operations, to sign on behalf of the Hagan Holding Company dba HOWCO Environmental Services.

Thank you,

Tim Hagan

Tim Hagan

3701 Central Avenue - St. Petersburg, FL 33713 - Tel. 727-327-8467 Fax: 727-321-6213

Operations: Tampa Bay - Astor - Ft. Myers - 24-Hour Emergency Access 1-800-435-8467

Master Agreement

NO. 760 20453B - 2

TERM: 2024-10-06 to 2025-10-06

Date Issued: 10/24/2024

Vendor contact:	**County contact:**	**Bill To:**
Name: BARBARA HENDRIX **Phone:** 800-435-8467 **Ext.:** **E-mail:**	**Name:** JENNIFER STIRK **Phone:** 386-947-2952 **Ext.:** CENTR) **E-mail:** JStirk@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: **Vendor No.** 98101500040 HAGAN HOLDING COMPANY HOWCO ENVIRONMENTAL SERVICES 24133 S.R. 40 ASTOR, FL 32102-3031		**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 20-B-25AK 8193	**Purchasing** JALENE SERWANSKI **Phone:** 386-626-6622 **Ext:** 16622 **E-mail:** jserwanski@volusia.org
Award Date:	**Payment Terms:** Net 45 Days, FOB Dest, Freight allowed
Award Authorization: DIRECTOR	

Document Description:
PICK-UP AND DISPOSAL OF OIL, FLUIDS, AND FILTERS

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	96871	EA	As per attached pricing,	0.000000
2	96871	EA	Analytical Testing	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

E-Verify. By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095, Fla. Stat.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Recommendation of Award

Volusia County
FLORIDA

ITB 20-B-25AK
Pick-Up and Disposal of Oil, Fluids, and Filters

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Howco Environmental Services
Lee Morris, Director-Operations
3701 Central Ave., St. Petersburg, FL 33713
leemorris@howcousa.com
(727) 543-5429

Service	Price of Service
1. Oil pickup less than 8% water / gallon	$.05 p/gal
2. Oil pickup 8% or more water / gallon	$.05 p/gal
3. Used Antifreeze pickup / gallon	No Pay/No Charge
4. Sludge pickup / gallon	$1.80
5. Mixed Liquids pickup / gallon	$0.75
6. Used Filter pick up / Drum	$30.00
7. Used Paint pick up / 16 gallon drum	$210.00
8. Used Paint pick up / 30 gallon drum	$210.00
9. Paint Solvents / 30 gallon drum	$210.00
10. Pads and Oil Absorbents / 55 gallon drum	$150.00
11. Aircraft Deicer / 55 gallon drum	$210.00
12. VAC Truck with operator	$115.00
13. Labor Rate per hour for additional services	$48.00
14. Service/Stop Fee	$60.00 per stop

Bid opened and tabulated by Andrew G. Kokitus, CPPO, CPPB, Sr. Procurement Analyst. Bid opening witnessed by Jennifer Ditslear, CPPB, Procurement Manager.

Bid opened on Friday, August 28, 2019 at 3:00 p.m.

Recommendation of award to Howco Environmental Services, St. Petersburg, Fla.

Reviewed and approved by Pam Wilsky, CPPO, CPPB, Director of Purchasing and Contracts

Pam Wilsky

Tabulation

ITB 20-B-25AK
Pick-Up and Disposal of Oil, Fluids, and Filters

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

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Lee Morris, Director-Operations
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Bid opened and tabulated by Andrew G. Kokitus, CPPO, CPPB, Sr. Procurement Analyst. Bid opening witnessed by Jennifer Ditslear, CPPB, Procurement Manager.
Bid opened on Friday, August 28, 2019 at 3:00 p.m.

March 31, 2025

PROFESSIONAL SERVICE AGREEMENT

City of New Smyrna Beach
124 Industrial Park Ave
New Smyrna Beach, FL 32168

Contact: David Ray
Phone: (386) 527-6657
Email: dray@cityofnsb.com

SCOPE OF WORK

HOWCO Environmental Services and its Associates will supply Labor, Equipment, and Materials to the facility located at 1292 Turnbull Bay Rd, New Smyrna Beach FL 32168 to cut/torch open a rail car containing partially solidified asphalt tac, remove contents as possible, solidify contents on site with existing soil into roll-off boxes, and haul away/dispose of contents. HOWCO will then transport the material to a fully licensed and permitted site for disposal. Labor rates are based upon standard working hours 8:00 AM to 4:00 PM Monday through Friday. All other times 1½ times the standard working rates. Government holidays and Sundays are double the standard working rate.

- This estimate is based on the site assessment completed 10/19/2023.
- A tank containing a petroleum-based substance – Estimating a tar / asphalt like material needs to be cleaned and removed from site.
- HOWCO is currently estimating 10,000 gallons of liquid / sludge / solids remaining in the tank.
- Trees will need to be removed from the area – the city will be responsible for clearing around the tank.
- HOWCO will mobilize a proper crew and equipment to the location to open the tank and remove the contents of the tank.
- HOWCO is recommending cutting the top of the tank off and using an excavator to remove any remaining contents from the tank.
- HOWCO will open a manway on top of the tank to gain access and check the tank for LEL levels prior to any cutting.
- A sample of the product will be used for a flash test to ensure the material is not flammable.
- HOWCO will place dry ice in the tank prior to cutting the top of the tank off.
- Dry ice is used to inert the space removing oxygen from the area.
- Upon completion of the removal of the top of the tank HOWCO will use an excavator to remove the material and place it into roll off boxes.
- Soil from the surrounding area will be used to solidify any liquid / sludge material.
- It is currently estimated eight roll off boxes will be used to complete this task.
- Roll off boxes will be watertight.
- Roll off boxes will be double lined to ensure no material leaks from the roll off boxes.
- A sample of the roll off boxes will be taken to ensure the material is nonhazardous.

• Quote is based on the material being nonhazardous and going to a local subtitle D landfill.
• Roll off boxes will remain onsite until sample results are completed, and a waste profile is established.
• A profile will be established at JED landfill.
• Upon approval waste will be transported to JED landfill.
• A vacuum truck and pressure washer will be used to ensure nothing remains or will leak from the tank prior to being removed from the site.
• Others will remove the tank from the site.
• This quote does not include any sampling under the tank or removal of contaminated soil if anything leaked from the tank car.
• HOWCO will demobilize from the site.

TRANSPORTATION/ EQUIPMENT/ SUPPLIES

Project Management	Flat Rate	$ 675.00
Mobilization	Flat Rate	$ 1,012.50
Delivery of 8 Roloff Boxes	Flat Rate	$ 3,780.00
305 Excavator (1 week)	Flat Rate	$ 3,847.50
Skid Steer (1 week)	Flat Rate	$ 3,847.50
Pickup and Trailer (1 week)	Flat Rate	$ 2,700.00
Pickup Truck	Flat Rate	$ 1,687.50
Supervisor (50 hours)	Flat Rate	$ 6,075.00
Equipment Operator (50 hours)	Flat Rate	$ 5,400.00
Technicians (2 @ 100 hours each)	Flat Rate	$ 9,450.00
Roll-Off Box Rental (8 boxes, 15 days)	Flat Rate	$ 5,670.00
Liners (16)	Flat Rate	$ 1,512.00
Gas Meters (4)	Flat Rate	$ 337.50
Dry Ice	Flat Rate	$ 405.00
Cutting Torch/Cutting Materials	Flat Rate	$ 877.50
Vacuum Truck & Operator (Estimated 8 hours @ $220.00)	Flat Rate	$ 1,760.00
Transportation of Solids/ 8 Roll-Off Boxes	Flat Rate	$10,692.00
Pressure Washer	Flat Rate	$ 337.50
Waste Profiling	Flat Rate	$ 337.50
Sampling & Analysis	Flat Rate	$ 607.50
Fuel Surcharge	Flat Rate	$ 5,665.00
PPE Protective Gear	Flat Rate	$ 675.00
Misc Supplies	Flat Rate	$ 675.00

PRODUCT DISPOSAL

Liquids Disposal (Estimated 750 gallons @ $1.70/gallon)**	Flat Rate	$ 1,275.00
Solids Disposal (Estimated 8 roll-off boxes @1,335.00)**	Flat Rate	$10,680.00

**Disposal rates are contingent on lab results coming back good with all constituents below regulatory levels. In the unlikely event anything comes back hazardous, as change order will be required with new quote for disposal fees.

Not to exceed grand total: $79,981.50

Items provided by City/"Client"

*An authorized representative will be available during the project.
*Full access to the site
*Approval signature on agreement and P.O. with 30% deposit payment in advance.
*Soil from surrounding area to solidify tank product.

NOTE: All costs for equipment, material and labor will be based on a portal to portal, commencing from HOWCO's place of operation in St. Petersburg and shall continue through return and cleanup of equipment.

TERMS: 30% DEPOSIT, NET 30 DAYS ON BALANCE, 1 ½ % interest to accrue if over 30 days

I hereby authorize the services listed above to be performed and I authorize payment to HOWCO for these services. I acknowledge that I have read and understand HOWCO's general terms and conditions. I certify herein that any business conducted by my company or myself is subject to these terms and conditions.

City of New Smyrna Beach

BY: _____ TITLE: _____DATE: _____

Authorized Signature

March 31, 2025

PROFESSIONAL SERVICE AGREEMENT

City of New Smyrna Beach
124 Industrial Park Ave.
New Smyrna Beach, FL 32168

Contact: David Ray
Phone: (386) 527-6657
Email: dray@cityofnsb.com

SCOPE OF WORK

HOWCO and It's Associates will supply crane, equipment, truck/flatbed, and materials to the facility located at 1292 Turnbull Bay Rd, New Smyrna FL 32168 to load, transport, and dispose of inoperable rail car. Labor rates are based upon standard working hours 8:00 AM to 4:00 PM Monday through Friday. All other times 1½ times the standard working rates. Government holidays and Sundays are double the standard working rate.

Description		Qty	Rate	Amount
Services	Remove and dispose of Asphalt Rail Car that derailed in New Smyrna Beach, FL	1		
Transport of Tank (Rail Car)	Transport of Fuel Tank either to or from service location	1	$24,960.00	$24,960.00
Fuel Tank Disposal	Disposal of inoperable fuel tank	1	$32,500.00	$32,500.00
Lead Technician	Labor	10	$ 95.00	$ 950.00
Job Supplies	Items used during the performance of service Absorbents, lubricants, pipe dope, etc.	15	$ 6.83	$ 102.45

Total Cost for Loading/Transport/Disposal **$58,512.45**

NOTE: All costs for equipment, material and labor will be based on a portal to portal, commencing from HOWCO's place of operation in St. Petersburg and shall continue through return and cleanup of equipment.

TERMS: Estimate is only good for 30 days. A deposit of 60% is required within 10 working days of signing the estimate to secure labor, equipment, and materials. Final payment in due within 10 days of completion of job. We accept credit cards, checks, and ACH bank payments.

I hereby authorize the services listed above to be performed and I authorize payment to HOWCO for these services. I acknowledge that I have read and understand HOWCO's general terms and conditions. I certify herein that any business conducted by my company or myself is subject to these terms and conditions.

City of New Smyrna Beach

BY: _____ TITLE: _____ DATE: _____
Authorized Signature

HAGAHOL-02 SJASSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg, FL 34748

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Specialty Insurance Company	37885
INSURER C : Amerisafe Insurance Group	
INSURER D : Indian Harbor Insurance Company	36940
INSURER E : Southern-Owners Insurance Company	10190
INSURER F :	

INSURED
Hagan Holding Company
dba Howco Environmental Services
3701 Central Ave
St Petersburg, FL 33713

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GEC300156604	6/28/2024	6/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X MCS-90 / X Pollution Liability	X	X	AEC005695304	6/28/2024	6/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UEC005695204	6/28/2024	6/28/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	SVWCFL3356482025	3/17/2025	3/17/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			PEC005697104	6/28/2024	6/28/2025	$4,000,000 Aggregate	2,000,000
E	Rented/Leased Equip			20797468	8/4/2024	8/4/2025	1,000 Deductible	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto Liability includes MCS90 and Broadened Pollution coverage form CA9948
Certificate Holder is Named As Additional Insured - Owners, Lessees or Contractors per form CG2010 as Regards to General Liability Coverage, primary non contributory per form XIL424 0605, ongoing operations and completed operations is included per form CG2037, Waiver of Subrogation per form CG2404.
Certificate holder is named as additional insured in regards to the Auto Liability per form XIC411 on a primary and noncontributory basis per form CA0449 and Waiver of Subrogation per CA0444 only as required by written contract. Waiver of Subrogation included on the Workers Compensation policy per form WC000313.

CERTIFICATE HOLDER
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of NEW SMYRNA BEACH ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: HOWCO ENVIRONMENTAL SERVICES

Authorized Signature: Ronald Schultz Date: 04/15/25

Printed Name: RONALD L. SCHULTZ

Title: ENVIRONMENTAL SPECIALIST

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15th day of April, 2025, by Ronald Schultz, as owner on behalf of the company/corporation. They ☐ are personally known to me or ☑ have produced FL DL as identification.

TREVOR BIJAN HELALAT
Notary Public - State of Florida
Commission # HH 317947
My Comm. Expires Oct 2, 2026

Signature of Notary Public
Trevor Helalat
Name of Notary Typed, Printed or Stamped
My Commission Expires: 10/02/26

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF A BID FOR JANITORIAL SERVICES

April 22, 2025

Background:

The City entered into an Agreement with current provider on March 24, 2020 for janitorial services for several City facilities as a result of RFP-02-02-MO. That contract and all possible renewals have expired.

In preparation for a new contract, staff advertised RFP 02-25-MO, Janitorial Services, on February 6, 2025. In response to the advertisement, the city received fourteen (14) proposals. The proposals were evaluated independently by an evaluation committee consisting of three (3) staff members. On March 24th, the committee openly discussed the proposals and shorted listed the companies. A tabulation report ranking the submittals is provided as an attachment.

It was a consensus of the committee to invite the top two (2) companies to present to the Committee. Presentations provide an opportunity for the proposers to expand on their management, qualifications and experience. This phase of the process has a maximum possible score of sixty-five (65).

Both companies presented on March 27th, resulting in the following ranking:

- Dazier-Orl (dba, Jani-king): 55.67
- Building Maintenance Services: 51.67

Staff recommends the award of contract to Dazier-Orl. Dazier presented a good start-up plan and a solid transition plan. They have plenty of equipment to serve the city, local government experience, and good references. Staff will work with current provider and new provider for a smooth transition.

Fiscal Analysis:

Total Agreement - $165,144 per year. This is split into the specific budget lines for the different buildings throughout the city.

Strategic Plan Item:
No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

Evaluation and Presentation Tabulation - both Phases.pdf
Evaluation_Notes.pdf
Detail by Entity Name.pdf
Contract w attachments.pdf

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

EVALUATION TABULATION

RFP No. 02-25-MO

Janitorial Services

RESPONSE DEADLINE: March 10, 2025 at 5:00 pm

Report Generated: Tuesday, April 8, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Building Maintenance Services, Inc.	JaniKing of Orlando
Public Records	Pass	Pass
Name, Title of Position, Company Name, and Address	Pass	Pass
Employer Identification Number*	Pass	Fail
Proposer's Certification	Pass	Pass
Professional/Business Licenses	Pass	Pass
Professional Services Agreement	Pass	Pass
Potential Conflict of Interest	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass
Drug-Free Workplace Certification Site Information	Pass	Pass
Acceptance of Conditions	Pass	Pass
Letter of Introduction & Management Summary	Pass	Pass
Experience	Pass	Pass
Fee	Pass	Pass
Equipment	Pass	Pass
References	Pass	Pass

Question Title	Building Maintenance Services, Inc.	JaniKing of Orlando
Reference Questionnaire		
Financial Stability/Litigation	Pass	Pass
Required Documentation and City Required Forms		
Complete Copy of Submittal		

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Letter of Introduction/Management Summary	Points Based	10 *(15.4% of Total)*

Description:

- A brief profile of the company, history, business structure, designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.), type of ownership (small business, small disadvantaged business or women-owned business), length of company's existence, locations of their parent company, branch or subsidiary and proposed project team, total number of personnel including personnel by discipline, and average annual revenue for the past five (5) years.

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	25 *(38.5% of Total)*

Description:

- Background of the firm including number of years in business, including operation under other firm names, providing services similar to those described herein.
- Number of years in business in the State of Florida.

- Number of personnel, and other pertinent information. State whether your firm is local, national, or international in size. Give the location from which the work is to be done. State the size of the staff, number of professional staff, and over-all experience of assigned staff for this project.
- Provide examples of your company's performance of other contracts of similar size and complexity. Include contact information for the customer's company name, project manager, their name, phone number, e-mail, street address.
- Provide examples of your project manager's performance of other contracts of similar size and complexity, either with your firm, or a previous firm.
- Provide examples of your janitorial crew supervisor's performance of other contracts of similar size and complexity, either with your firm, or a previous firm.
- Supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of a janitorial services contract.
- Provide information on prior failure (if any) to perform awarded contract.

Criteria	Scoring Method	Weight (Points)
Equipment	Points Based	30 *(46.2% of Total)*

Description:
Provide a list of the type and quantity of the equipment that will be utilized for each location provided in Section VI of this document.

All necessary cleaning equipment including power driven floor scrubbing machines, backpack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the Facilities or their contents. All equipment must be in good working condition at all times. Any non-working equipment shall be replaced/repaired within twenty-four (24) hours.

All equipment such as brooms, mops, and vacuums shall be available for use by the City staff during the day. The City shall assume responsibility when using the equipment.

Note: Electrical power, 100 volts, will be furnished by the city at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 65)
JaniKing of Orlando	57	49	61	**55.67**
Building Maintenance Services, Inc.	46	46	63	**51.67**
American Facility Services, Inc. Excluded	0	0	0	**0**
American Janitorial, Inc. Excluded	0	0	0	**0**
Ayopa Inc Excluded	0	0	0	**0**
BigKing Services Excluded	0	0	0	**0**
Clean Space LLC Excluded	0	0	0	**0**
CONTRACTORS ENTERPRISES Excluded	0	0	0	**0**
Milclean USA Excluded	0	0	0	**0**
Padegenis Cleaning Inc Excluded	0	0	0	**0**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 65)
SCSI, Southern Cleaning Service Inc Excluded	0	0	0	0
Sunshine Enterprise USA LLC Excluded	0	0	0	0
Vested Solutions Excluded	0	0	0	0
Z&CJS INC Excluded	0	0	0	0

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Letter of Introduction/Management Summary Points Based 10 Points (15.4%)	Experience Points Based 25 Points (38.5%)	Equipment Points Based 30 Points (46.2%)	Total Score (Max Score 65)
JaniKing of Orlando	8.7	22	25	55.67
Building Maintenance Services, Inc.	8	20.3	23.3	51.67
American Facility Services, Inc. Excluded	0	0	0	0
American Janitorial, Inc. Excluded	0	0	0	0
Ayopa Inc Excluded	0	0	0	0
BigKing Services Excluded	0	0	0	0

Vendor	Letter of Introduction/Management Summary Points Based 10 Points (15.4%)	Experience Points Based 25 Points (38.5%)	Equipment Points Based 30 Points (46.2%)	Total Score (Max Score 65)
Clean Space LLC Excluded	0	0	0	0
CONTRACTORS ENTERPRISES Excluded	0	0	0	0
Milclean USA Excluded	0	0	0	0
Padegenis Cleaning Inc Excluded	0	0	0	0
SCSI, Southern Cleaning Service Inc Excluded	0	0	0	0
Sunshine Enterprise USA LLC Excluded	0	0	0	0
Vested Solutions Excluded	0	0	0	0
Z&CJS INC Excluded	0	0	0	0

INDIVIDUAL PROPOSAL SCORES

Building Maintenance Services, Inc.

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 7

discussed number of personnel and history of company very brief discussion

Evaluator 2: 8

good information shared on management team

Evaluator 3: 9

will work with any type of checklist necessary New approach and fresh set of eyes. checking on all equip in the building. 5 people assigned to all buildings

Experience | Points Based | 25 Points (38.5%)

Evaluator 1: 19

they discussed the number of staff they would be providing but not too much detail about that and I like that fact that we will have more cleaners so there will be more detail cleaning

Evaluator 2: 18

Could have went into more detail and provided examples of performance of other similar sized contracts

Evaluator 3: 24

35 years exp. several different teams as needed floor techs as needed

Equipment | Points Based | 30 Points (46.2%)

Evaluator 1: 20

minimal discussion about equipment not to detailed

Evaluator 2: 20

good list of equipment

Evaluator 3: 30

Doing a full audit of equipment currently at the site. Equipment would be monitored/replaced as needed.

JaniKing of Orlando

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 9

good discussion on history of company and how it operates

Evaluator 2: 9

Good information

Evaluator 3: 8

88 regional offices Out of the Orlando Office Local business Has an app with geo-fencing Quality Control Mechanism Provided a transition plan Franchise plan would be to bring in 3 potential franchisee's to see which one would best suit - emp would be hired by franchisee - franchisee responsible for background checks

Experience | Points Based | 25 Points (38.5%)

Evaluator 1: 23

discussed personnel and about how many hours would be needed to clean the buildings for the month which is needed for detail cleaning, good presentation overall, app system will be a plus for accountability, training discussion was good, presence from the corporate office for the first 90 days is a plus

Evaluator 2: 20

shared good detail of history and operation of the organization. could have went into more detail regarding examples of other similar sized contracts

Evaluator 3: 23

56 years exp Staffing plan would be based on amount of hours deemed necessary. estimated 550-560 hours per month of cleaning

Equipment | Points Based | 30 Points (46.2%)

Evaluator 1: 25

equipment list is very detailed my only concern would be that since JaniKing isn't actually providing and responsibility of the franchisee that we might not be provided

Evaluator 2: 20

well rounded list of equipment

Evaluator 3: 30

All equip provided by franchisee

American Facility Services, Inc.
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

American Janitorial, Inc.

(Excluded)
Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0
Experience | Points Based | 25 Points (38.5%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0
Equipment | Points Based | 30 Points (46.2%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Ayopa Inc (Excluded)
Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

BigKing Services
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Clean Space LLC
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

CONTRACTORS ENTERPRISES
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Milclean USA
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0
Evaluator 2: 0

Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Padegenis Cleaning Inc
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

SCSI, Southern Cleaning Service Inc
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Sunshine Enterprise USA LLC
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Vested Solutions
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Z&CJS INC
(Excluded)

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Experience | Points Based | 25 Points (38.5%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Equipment | Points Based | 30 Points (46.2%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Letter of Introduction/Management Summary	Points Based	10 *(10% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Equipment	Points Based	25 *(25% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	15 *(15% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Building Maintenance Services, Inc.	77.4	84.4	81	**80.93**
JaniKing of Orlando	81.2	74.2	83	**79.46**
American Facility Services, Inc.	71.2	79	81	**77.07**
American Janitorial, Inc.	73.3	80.3	67	**73.55**
Milclean USA	68.8	58.8	79	**68.85**
Clean Space LLC	64.5	58.4	82	**68.31**
SCSI, Southern Cleaning Service Inc	69.4	63.4	70	**67.58**
BigKing Services	60.9	59.9	64	**61.59**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Padegenis Cleaning Inc	56.4	51.4	61	**56.25**
Ayopa Inc	57.3	40.3	63	**53.51**
Vested Solutions	59.3	40.3	58	**52.53**
Sunshine Enterprise USA LLC	48	43	55	**48.67**
Z&CJS INC	37	39	58	**44.69**
CONTRACTORS ENTERPRISES	30	27	40	**32.33**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Letter of Introduction/Management Summary Points Based 10 Points (10%)	Experience Points Based 30 Points (30%)	Fee Proposal Points Based 20 Points (20%)	Equipment Points Based 25 Points (25%)	References Points Based 15 Points (15%)	Total Score (Max Score 100)
Building Maintenance Services, Inc.	9.3	25.3	13.3	20	13	**80.93**
JaniKing of Orlando	9.7	24.3	9.3	21.7	14.5	**79.46**
American Facility Services, Inc.	9.3	20.7	20	19.3	7.7	**77.07**
American Janitorial, Inc.	10	26	10.7	22.3	4.5	**73.55**
Milclean USA	8	23	7.1	16.3	14.4	**68.85**
Clean Space LLC	7.7	21.3	14.6	21.3	3.3	**68.31**
SCSI, Southern Cleaning Service Inc	8	25.7	10.2	21	2.7	**67.58**

Vendor	Letter of Introduction/Management Summary Points Based 10 Points (10%)	Experience Points Based 30 Points (30%)	Fee Proposal Points Based 20 Points (20%)	Equipment Points Based 25 Points (25%)	References Points Based 15 Points (15%)	Total Score (Max Score 100)
BigKing Services	6.3	15	14.6	15.7	10	**61.59**
Padegenis Cleaning Inc	6.3	16.7	6.3	22	5	**56.25**
Ayopa Inc	7.7	11.3	15.2	19.3	0	**53.51**
Vested Solutions	7.7	15.7	8.2	21	0	**52.53**
Sunshine Enterprise USA LLC	8	21	0	19.7	0	**48.67**
Z&CJS INC	5	15.7	8	16	0	**44.69**
CONTRACTORS ENTERPRISES	4	8.3	0	20	0	**32.33**

INDIVIDUAL PROPOSAL SCORES

American Facility Services, Inc.

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 9

no detail on employees by discipline

Evaluator 2: 9

letter is well written, noticed one paragraph error on page 3 in the third paragraph

Evaluator 3: 10

Info provided.

Experience | Points Based | 30 Points (46.2%)
Evaluator 1: 15
didn't state how many yrs in business in FL, didn't discuss any similar contracts with the business, project mgr or supervisor, training and app based system were a plus, didn't mention lawsuits or failure to perform awarded contract or if they have been cited by local, state or federal agencies for violations
Evaluator 2: 20
Do not see the copy of the Florida Business license and Volusia County Tax Receipt form
Evaluator 3: 27
Large company. financial stability. goo training courses. inspection system and report

Fee Proposal | Points Based | 20 Points (30.8%)
Evaluator 1: 20
100%
Evaluator 2: 20
No reponse to email or calls for additional hourly rate for emergency services. Tried calling again morning of 3/21 to
Evaluator 3: 20
Did not provide an additional hourly rate.

Equipment | Points Based | 25 Points (38.5%)
Evaluator 1: 23
very good list but no specific on building usage
Evaluator 2: 15
detailed equipment sheet
Evaluator 3: 20
Plenty of equipment. No additional hourly rate

References | Points Based | 15 Points (23.1%)
Evaluator 1: 4.2
28%
Evaluator 2: 15
Local government experience. 5 Years experience.
Evaluator 3: 4
No response to the calls or emails

American Janitorial, Inc.

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)
Evaluator 1: 10
met all criteria
Evaluator 2: 10
clear and precise letter
Evaluator 3: 10
locally owned. financial stability. long standing.

Experience | Points Based | 30 Points (46.2%)
Evaluator 1: 27
listed other govt contracts that they have had for a while, app based system for services, discussed a little of performance of other contracts but didn't go into detail about the project mgr or supervisor on the performance of other contracts, good training procedures, good hiring plan
Evaluator 2: 30
Presented detailed information of experience and client expectations. The phone app is a good tool

Evaluator 3: 21

Headquartered in Lake County. Good training program.

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 8.5

43%

Evaluator 2: 15.54

Price for individual locations totals $104,165.52 Annual. Form has $104,165.48

Evaluator 3: 8

higher half for cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 23

list of equipment was provided

Evaluator 2: 20

equipment list was comprehensive

Evaluator 3: 24

Disaster recovery team if needed. Have an App to track and communicate.

References | Points Based | 15 Points (23.1%)

Evaluator 1: 4.8

32%

Evaluator 2: 4.8

Local government experience. 5 Years experience. One reference comments "cannot answer objectively"

Evaluator 3: 4

concerned with the cannot answer objectively reference.

Ayopa Inc

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 10

met all criteria

Evaluator 2: 5

letter was generic and didn't address City of NSB and is blurry and difficult to read

Evaluator 3: 8

HQ is Sanford.

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 14

didn’t give examples of performance with similar contracts for the company, project mgr or supervisor, they gave background on some employees but didn't list the assigned staff for the contract

Evaluator 2: 0

listed individual resume letters for employees and not the company's experience

Evaluator 3: 20

small business. 27 emp.

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 15.26

76%

Evaluator 2: 15.26

N/A

Evaluator 3: 15

on the lower end

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 18

gave list of equipment on hand but not what would be used

Evaluator 2: 20

comprehensive list that also included quantities for each item

Evaluator 3: 20

smaller equipment

References | Points Based | 15 Points (23.1%)

Evaluator 1: 0

0%

Evaluator 2: 0

No responses. One was submittal in response but does not count. Not 5 years experience.

Evaluator 3: 0

no reference submittal.

BigKing Services

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 9

didn’t list proposed project team

Evaluator 2: 5

this wasn't in letter format and wasn't signed

Evaluator 3: 5

LLC. 1 year. minority owned. HQ in Clermont

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 10

no experience listed on similar contracts, no notary on paperwork, said they serve multiple municipalities across FL but didn't list any, don't see a lot of experience with janitorial contracts

Evaluator 2: 20

did not provide detailed information related to current contracts and performance

Evaluator 3: 15

1 year in business. no govt exp

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 14.89

74%

Evaluator 2: 14.89

Price for individual locations totals $104,165.52 Annual. Form has $104,165.48

Evaluator 3: 14

in the lower half of cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 17

gave list of equipment but not in real detail

Evaluator 2: 10

equipment list is small in scope and doesn't included quantities for each item

Evaluator 3: 20

plenty of equipment

References | Points Based | 15 Points (23.1%)

Evaluator 1: 10

67%

Evaluator 2: 10

No local government experience. Registered in Florida but 1 reference in Brazil, 1 unsure of location

Evaluator 3: 10

Did not see local govt exp.

Building Maintenance Services, Inc.

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 8

no personnel by discipline, no average annual revenue for 5 years, wrong address submitted for City of NSB listed UC address

Evaluator 2: 10

precise letter

Evaluator 3: 10

good management summary. over 200 contracts. 35 years

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 21

good training & hiring process, didn't discuss similar size contracts at all, good transition plan & time frame

Evaluator 2: 30

shared both the company and staff experience

Evaluator 3: 25

1991 start. in Florida since 2004. Safety Program, checklist

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 13.4

67%

Evaluator 2: 13.4

good

Evaluator 3: 13

in the lower half of cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 22

gave good equipment list but no designation of the equipment in city bldgs

Evaluator 2: 18

good list, didn't indicate quantity for each item

Evaluator 3: 20

Plenty of equipment

References | Points Based | 15 Points (23.1%)

Evaluator 1: 13

87%

Evaluator 2: 13

No local government listed, but has the experience. 5 years experience.

Evaluator 3: 13

no govt listed, but has exp with govt

Clean Space LLC

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 8

no personnel by discipline, no average annual revenue for 5 years

Evaluator 2: 5

generic letter, confusing with the fact that the document says draft

Evaluator 3: 10

HQ in Coral Springs. Since 2011. Several govt contracts.

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 17

good procedures on starting the contract, good app system for accountability, didn't provide experience on similar contracts, didn’t respond to lawsuits, failure of a contract or whether the company has been cited by any local, state or federal agencies

Evaluator 2: 20

showed good experience as a company and employees

Evaluator 3: 27

Inspection reports by email. Have an App for cust. Initial deep cleaning

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 15.54

78%

Evaluator 2: 13.4

Price for individual locations total $99,793.20. Form has $99.793.24

Evaluator 3: 15

In the lower 3rd of cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 24

very good equipment list but no designation

Evaluator 2: 20

didn't list individual quantities for each item

Evaluator 3: 20

Enough Equip

References | Points Based | 15 Points (23.1%)

Evaluator 1: 0

0%

Evaluator 2: 0

Local government experience. 5 Years experience.

Evaluator 3: 10

Part of bid package

CONTRACTORS ENTERPRISES

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 5

length of existence states X not sure if that was meant to be 10 years or not filled in, no average annual revenue for 5 years, no proposed team, no total of personnel

Evaluator 2: 2

generic letter and didn't fill in the years of experience (had an X)

Evaluator 3: 5

did not see btr or sunbiz. Since 2019

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 5

didn't provide requested information except business license

Evaluator 2: 5

incomplete missing years of service and staff experience

Evaluator 3: 15

24/7 support

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 0

23%

Evaluator 2: 0

Extremely difficult receiving consistent information. Fee changed often. Fees on form are quarterly

Evaluator 3: 0

2nd highest cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 20

list was provided not specific to buildings

Evaluator 2: 20

good list, missing quantities

Evaluator 3: 20

plenty of equipment

References | Points Based | 15 Points (23.1%)

Evaluator 1: 0

0%

Evaluator 2: 0

Local government experience. 5 Years experience.

Evaluator 3: 0

school district exp

JaniKing of Orlando

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 9

proposed project team isn't very specific

Evaluator 2: 10

good letter

Evaluator 3: 10

55 years exp. this branch since 2004

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 23

good start up plan, no examples with company or staff with other similar contracts, app mgmt for tracking tasks with the ability to create reports for the city, not sure how the city feels about with franchisee proposal

Evaluator 2: 20

didn't share many detailed examples of other contracts

Evaluator 3: 30

solid transition plan - 45 days to start. Emp app. Share reports with cust.

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 9.39

47%

Evaluator 2: 9.39

completed

Evaluator 3: 9

middle in pricing

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 25

very good equipment list and designated for each building

Evaluator 2: 20

didn't provide quantities

Evaluator 3: 20

plenty of equipment

References | Points Based | 15 Points (23.1%)

Evaluator 1: 14.8

99%

Evaluator 2: 14.8

Local government experience. 5 Years experience.

Evaluator 3: 14

local govt exp. more then 5 years

Milclean USA

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 9

missing personnel by discipline

Evaluator 2: 5

generic letter

Evaluator 3: 10

HQ in Orlando. Small business. Women Owned. 30 Emp.

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 23

no performance discussed, very minimal info on staff, good app system, good start up plan, good retention policy for employees, ok training procedures

Evaluator 2: 18

provided a brief overview, would have liked to see more robust information on company and employee's experience

Evaluator 3: 28

Will hire supv and team if they get the contract. Good KPI's and transition plan

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 7.18

36%

Evaluator 2: 7.18

completed

Evaluator 3: 7

higher half on cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 15

minimal list of some equipment just machines

Evaluator 2: 14

incomplete list, didn't provide a list of cleaning agents

Evaluator 3: 20

good equipment

References | Points Based | 15 Points (23.1%)

Evaluator 1: 14.6

97%

Evaluator 2: 14.6

no local government experience. Not 5 Years experience.

Evaluator 3: 14

no local govt exp.

Padegenis Cleaning Inc

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 6

no annual revenue for 5 yrs, no personnel by discipline, total of number of employees and years in business varies depending on where you look on the proposal

Evaluator 2: 3

generic letter that wasn't signed

Evaluator 3: 10

HQ in Titusville. 54 emp

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 15

no examples of performance with company or staff with other similar contracts, not a lot of experience given on staff either

Evaluator 2: 15

limited information was shared

Evaluator 3: 20

19 years in the field

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 6.38

32%

Evaluator 2: 6.38

completed

Evaluator 3: 6

higher end on cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 24

very good equipment list but listed paper products to be restocked that aren't part of the contract

Evaluator 2: 22

good list of equipment and schedule of services

Evaluator 3: 20

plenty of equip

References | Points Based | 15 Points (23.1%)

Evaluator 1: 5

33%

Evaluator 2: 5

2 references on list are from same organization.

Evaluator 3: 5

2 ref from same company

SCSI, Southern Cleaning Service Inc

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 8

no personnel by discipline, no 5-year revenue

Evaluator 2: 6

generic letter, didn't like the usage of bolded words

Evaluator 3: 10

40 years. In FL since 2002

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 24

good communication janitorial software /app, good start up process, no examples of supervisor or project mgr but did do the company for Daytona Beach

Evaluator 2: 27

comprehensive information shared

Evaluator 3: 26

Good Training. Cust portal with documentation. good transition plan

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 10.37

52%

Evaluator 2: 10.37

completed

Evaluator 3: 10

lower half of cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 23

good equipment list no chemicals mentioned

Evaluator 2: 20

didn't share quantities or chemicals

Evaluator 3: 20

plenty of equipment

References | Points Based | 15 Points (23.1%)

Evaluator 1: 4

27%

Evaluator 2: 0

Cleaning Services (SCSI): Local government experience. 5 Years experience.

Evaluator 3: 4

Local govt exp and 5 years+

Sunshine Enterprise USA LLC

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 7

no proposed project team, didn't list employees by discipline, no 5-year annual revenue

Evaluator 2: 7

good letter, not addressed to anyone specifically

Evaluator 3: 10

HQ in Maitland. Women Owned. 30 emp.

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 20

no experience listed on similar contracts, no experience listed on staff

Evaluator 2: 18

lacking detailed information on current and former contracts

Evaluator 3: 25

good KPI's. 24 hr emp plan

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 0

1%

Evaluator 2: 0

completed

Evaluator 3: 0

highest cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 21

good equipment list including cleaning supplies

Evaluator 2: 18

generic list of cleaning equipment missing information regarding make and model

Evaluator 3: 20

equipment not quite clear.

References | Points Based | 15 Points (23.1%)

Evaluator 1: 0

0%

Evaluator 2: 0

no responses

Evaluator 3: 0

no response

Vested Solutions

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 8

good proposed project team, no 5-year revenue, no personnel by discipline

Evaluator 2: 5

generic letter

Evaluator 3: 10

10 years. local since 2015. HQ in Gainseville

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 23

good retention policies for retaining employees, very good training & cleaning policies, project mgmt system app, don't mention how long in FL, no examples of company or staff on similar contracts, mentioned no litigation in excess of 10% so possibly have had some, no experience of staff members

Evaluator 2: 4

incomplete or missing information about the experience of the company and employees

Evaluator 3: 20

offer current staff opportunity. good retention policies.

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 8.29

41%

Evaluator 2: 8.29

completed

Evaluator 3: 8

higher half of pricing

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 20

good equipment list except that they mentioned items that weren't required in the contract ex. toilet paper

Evaluator 2: 23

good list of equipment and chemicals

Evaluator 3: 20

plenty of equipment

References | Points Based | 15 Points (23.1%)

Evaluator 1: 0

0%

Evaluator 2: 0

no responses

Evaluator 3: 0

no response

Z&CJS INC

Letter of Introduction/Management Summary | Points Based | 10 Points (15.4%)

Evaluator 1: 4

no annual revenue for 5 years, no personnel by discipline, no total of number of employees, no location of company

Evaluator 2: 1

missing a letter of introduction

Evaluator 3: 10

good app for inspections. solid training. Quality assurance program

Experience | Points Based | 30 Points (46.2%)

Evaluator 1: 10

good in class and online training, deep cleaning on start-up, no background on firm, no performance of other contracts, no experience of staff, no mention of lawsuits, no mention if the company has been cited by any local, state or federal agencies, didn't sign disputes disclosure

Evaluator 2: 12

missing information on the company and individual employee experience

Evaluator 3: 25

7 yrs - since 2016

Fee Proposal | Points Based | 20 Points (30.8%)

Evaluator 1: 8.04

40%

Evaluator 2: 8.04

completed

Evaluator 3: 8

higher half of cost

Equipment | Points Based | 25 Points (38.5%)

Evaluator 1: 15

minimal list of some equipment & cleaning products

Evaluator 2: 18

limited supply of cleaning equipment

Evaluator 3: 15

lacking equip

References | Points Based | 15 Points (23.1%)

Evaluator 1: 0

0%

Evaluator 2: 0

no responses

Evaluator 3: 0

no response

City of New Smyrna Beach, Florida

RFP 02-25-MO, Janitorial Services

March 24, 2025

The above-mentioned RFP was advertised on February 6, 2025. In response to the advertisement, fourteen (14) proposals were received. A committee consisting of three (3) city employees independently evaluated the submittals based on information provided. During the public evaluation meeting on March 24, 2025, the committee openly discussed the proposals. The scores for each Company is provided below.

Company Name	Initial Scores	Rank
BMS	**80.93**	**1**
JaniKing	**79.46**	**2**
American Facility	**77.07**	**3**
American Janitorial	**73.55**	**4**
Miliclean	**68.85**	**5**
Clean Space	**68.31**	**6**
Southern Cleaning Services (SCSI)	**67.58**	**7**
Big King	**61.59**	**8**
Padegenis	**56.25**	**9**
Ayopa, Inc.	**53.51**	**10**
Vested	**52.53**	**11**
Sunshine	**48.67**	**12**
Z&CJS	**44.69**	**13**
Contractors Enterprises	**32.33**	**14**

It is the consensus of the committee to invite the two (2) top ranked companies to present to the committee. Oral presentations provide an opportunity for the proposers to clarify the information provided in their submittal, except fees and references. The scores from the initial proposal evaluation does not carry forward to the presentations. Scores for fees and references will not be included in Phase 2, Presentations.

Oral Presentations are scheduled for March 27, 2025:

BMS	1:00 PM - 1:30 PM
JaniKing	1:45 PM - 2:15 PM

Evaluation to follow the last presentation

March 27, 2025 @ 2:30 PM

Join the meeting now

Meeting ID: 249 424 067 936

Passcode: P56cQ6Et

Or Dial in by phone: 786-636-1338

Phone conference ID: 621 415 016#



Detail by Entity Name

Florida Profit Corporation
DAZSER-ORL CORPORATION

Filing Information

Document Number	P04000087237
FEI/EIN Number	20-1195537
Date Filed	06/03/2004
State	FL
Status	ACTIVE
Last Event	RESTATED ARTICLES
Event Date Filed	11/26/2024
Event Effective Date	NONE

Principal Address

2469 SUNSET POINT RD
CLEARWATER, FL 33765

Changed: 02/11/2025

Mailing Address

2469 SUNSET POINT RD
CLEARWATER, FL 33765

Changed: 02/11/2025

Registered Agent Name & Address

ROESCH, STEPHEN
2469 SUNSET POINT RD
CLEARWATER, FL 33765

Name Changed: 02/11/2025

Address Changed: 02/11/2025

Officer/Director Detail

Name & Address

Title President

ROESCH, STEPHEN
2469 SUNSET POINT RD
CLEARWATER, FL 33765

Annual Reports

Report Year	Filed Date
2023	02/28/2023

2024	02/16/2024
2025	02/11/2025

Document Images

02/11/2025 -- ANNUAL REPORT	View image in PDF format
11/26/2024 -- Restated Articles	View image in PDF format
02/16/2024 -- ANNUAL REPORT	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
03/17/2022 -- ANNUAL REPORT	View image in PDF format
03/16/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
02/26/2019 -- ANNUAL REPORT	View image in PDF format
02/06/2018 -- ANNUAL REPORT	View image in PDF format
02/22/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
01/21/2015 -- ANNUAL REPORT	View image in PDF format
02/20/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- ANNUAL REPORT	View image in PDF format
02/24/2012 -- ANNUAL REPORT	View image in PDF format
04/01/2011 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
02/21/2008 -- ANNUAL REPORT	View image in PDF format
01/17/2007 -- ANNUAL REPORT	View image in PDF format
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04/25/2005 -- ANNUAL REPORT	View image in PDF format

675

06/03/2004 -- Domestic Profit View image in PDF format

Florida Department of State, Division of Corporations

Dazser-Orl Corporation
Janitorial Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between Dazser -Orl Corporation, duly authorized to conduct business in the State of Florida and whose address is 2469 Sunset Point Road, Clearwater, Florida 33765, hereinafter, called "CONTRACTOR," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the RFP 02-25-MO, Janitorial Services**, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the City and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be renewed for two (2) one (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Contractor agrees to perform the services outlined in the advertised solicitation document titled **RFP 02-25-MO, Janitorial Services**, and in the Contractor's submitted Proposal.

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

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

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONTRACTOR shall invoice the City monthly based upon the CONTRACTOR's fees for services completed during the billing period.

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

A. City Advertised Bid w addendums

B. Awarded Bid Proposal with fee proposal

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

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

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

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

For City:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138

For Contractor:

John Anderson, Regional Director
Dazser-Orl Corporation
2469 Sunset Point Road
Clearwater, FL 33765

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

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

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

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

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

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

ATTEST	Dazser-Orl Corporation
Cheryl Herman	
Authorized Signature	*Authorized Signature*
Cheryl Herman	John Anderson, Regional Director
Print Name and Title	
Address:	Address: 2469 Sunset Point Road Clearwater, FL 33765
4-9-25	
Date	*Date*

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

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

Carrie Avallone City Attorney
Dated:

Date

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

https://www.cityofnsb.com/

RFP 02-25-MO

JANITORIAL SERVICES

RELEASE DATE: February 6, 2025
DEADLINE FOR QUESTIONS: February 21, 2025
RESPONSE DEADLINE: March 10, 2025, 5:00 pm

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

City of New Smyrna Beach

RFP 02-25-MO

Janitorial Services

I. Public Notice .....
II. Introduction .....
III. Description of Services .....
IV. Minimum Qualifications .....
V. General Information .....
VI. Submittal Requirements .....
VII. Insurance Requirements .....
VIII. Required Responses .....

Attachments:

A - Public Records
B - Draft Agreement
C - Required Documentation and City Forms
D - Airport Film Shades Operating and Cleaning Instructions
E - Revised Bid Form
F - Reference Questionniare form

I. Public Notice

RFP 02-25-MO, Janitorial Services

The City of New Smyrna Beach (herein after, “City”) is seeking proposals from qualified professional contractors to provide Janitorial Services for various City owned buildings withing the city.

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

End of Advertisement

Publish: Daytona News Journal, Thursday, February 6, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

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

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

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

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

II.A Summary

The City of New Smyrna Beach (herein after, “City”) is requesting proposals from qualified professional contractors to provide Janitorial Services for approximately fourteen (14) City owned buildings at various locations within the City. Services shall be provided and scheduled after business hours of 5 pm to limit interruption or interference with the proper execution of City business, unless noted.

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

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

Additional detailed information on the government can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Times listed are Eastern Standard Times (EST) and are tentative, they may be subject to change.

Issue RFP Notice	February 6, 2025

Pre-Proposal Meeting (Non-Mandatory)	February 14, 2025, 9:00am In person (Site Visits to follow): Maintenance Operations 124 Industrial Park Ave., New Smyrna Beach, FL 32168 Virtual, Teams Meeting Dial in by phone +1 786-636-1338 Phone conference ID: 959 607 510#
Deadline for Written Questions	February 21, 2025, 5:00pm
Proposal Submission Deadline	March 10, 2025, 5:00pm
Opening of Submittals	March 11, 2025, 9:00am Virtual, Teams Meeting Dial in by phone +1 786-636-1338 Phone conference ID: 439 069 152#
Evaluation Meeting	March 17, 2025, 9:00am Microsoft Teams Meeting, Call in (audio only) Dial in by phone +1 786-636-1338 Phone conference ID: 536 375 224#
Recommendation of award to City Commission	April 8, 2025

III. Description of Services

III.A Scope of Work

Provide janitorial services to approximately fourteen (14) City owned buildings at various locations within the City, excluding the mechanical and electrical rooms and any other areas designated by the City's Maintenance Operations Director. Facilities shall remain uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the City and the Contractor. Variances in user traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors will determine the actual frequency requirements necessary to maintain City standards.

Services shall include all functions normally considered part of satisfactory janitorial work including but not limited to; All labor, supervision, transportation, tools, equipment, and materials necessary for the accomplishment of janitorial services. The City shall provide can liners, toilet paper, paper towels, toilet seat covers, sanitary napkin bags, urinal blocks and soap. The contractor shall notify the City designated representative with these items are low and need to be ordered.

The Contractor shall provide all cleaning chemicals and equipment necessary to perform all jobs described herein.

The City reserves the right to add similar items/services or delete items/services specified in the Contract as requirements change during the course of the Contract. Prices for items/services to be added to/deleted from the Contract will be mutually agreed upon by the City and the Contractor. A Contract Amendment will be issued for each addition/deletion.

The awarded Contractor shall practice energy conservation and turn off lights in unoccupied areas, except where centrally controlled, and shall keep windows and doors closed.
The Contractor should be aware that a schedule of heavy use at a Facility does impact the amount of cleaning required and may make scheduling of periodic and special cleaning difficult.

Services are to be provided after business hours, Monday - Friday to limit interruptions or interference with the proper execution of City business. A janitorial log sheet shall be left at each facility for crews to log in daily, weekly, monthly, and quarterly.

III.B Daily General Duties

Following is a list of the expected duties to be performed on a daily basis in all City buildings listed in this solicitation, unless noted.

A. Trash Receptacles: All waste receptacles, recycle containers and other trash containers within the building shall be emptied daily and returned to their initial locations. Boxes, cans, papers, etc., placed near a trash receptacle and marked “trash” shall also be removed. Any other items not marked shall not be removed. Plastic liners shall be replaced in all waste receptacles as needed. Any leakage from plastic liners shall be immediately cleaned. All trash shall be placed inside dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be kept closed except during trash placement. Exterior trash receptacles shall be emptied daily, including but not limited to the outside trash receptacles located at 124 Industrial Park Avenue. Specially, the two (2) trash receptacles at the outside fuel station, one (1) in front of building and one (1) behind the building by picnic areas.

B. Outside Entrances and Steps: Porches, handicap ramps, steps, concrete walkways up to and around buildings, and any other areas outside the buildings shall be swept clean and all soil, litter, cobwebs and trash shall be removed from the areas. Waste receptacles adjacent to the entrance shall be emptied and cleaned.

C. Cigarette Containers: All containers shall be emptied, or sand shall be strained to remove ashes and debris. Sand shall be loosened and leveled. Additional sand shall be added as needed to maintain appropriate level.

D. Entrance Mats: Entrance mats located at either the exterior or the interior of entrances shall be cleaned. Mats shall be lifted to remove soil and moisture underneath and returned to the normal location.

E. Entrance Doors: Both sides of glass entrance door and windows immediately adjacent to the entrance doors shall be cleaned. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.

F. Entrance Floors Inside: Floor surfaces shall be swept or mopped to remove all loose soil, scuff marks and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue or other evidence of soil.

G. Drinking Fountains: All streaks, smudges, stains, scales and other obvious soil shall be removed from fountain and cabinet. All surfaces shall be disinfected.

H. Interior Surfaces and Walls: Smudges, fingerprints, pen marks, streaks, etc., shall be removed from washable surfaces, light switches, doors, doorways, door handles and casings, telephone stations, interior glass, bulletin boards and display cases, laminated plastic surfaces, kick and push plates, and vertical/horizontal blinds. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be cleaned and free of soil and streaks.

I. Carpeted Areas: All accessible carpeted areas shall be vacuumed daily. Furniture and trash receptacles shall be moved as necessary to vacuum underneath. All areas, including corners and behind doors shall be free of visible litter, soil, dust and embedded grit.

J. Non-Carpeted Floors: All surface litter shall be removed. All areas which are accessible shall be swept and damp mopped to remove dust, dry soil, and other surface debris.

K. Tables, Counters and Desks: All pencil and pen marks shall be removed from writing surfaces. Any non-permanent stains, spots, and spills shall be removed. Only open spaces of desks are to be cleaned; items on desk surfaces shall not be moved. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc.

L. Stairs and Stairwells: Stairwells, landings, and steps shall be vacuumed and/or mopped, depending on the surface. All trash shall be removed.

M. Break Rooms/Kitchen Areas: Soap and paper dispensers shall be filled to capacity. Sink, counter, cabinet exterior, tables and chairs shall be cleaned and disinfected.

N. Paper Shredders: Paper shredders within the Police Department are to be emptied daily.

O. Toilets and Urinals: All exposed surfaces shall be completely cleaned and disinfected. Cleaning shall include drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. Scale, scum, mineral deposits, rust stains,

etc., shall be removed from the interior of toilet bowls and urinals. After cleaning, the toilet seat shall be dried and placed in an upright position. All fixtures, including metal hardware, shall present a clean appearance and shall be free of all streaks, spots, stains, rings, foreign materials, etc. Stopped up toilets shall be plunged free of obstructions. If obstructions cannot be dislodged, it shall be reported along with other inoperable or broken fixtures to the City Maintenance Operations Director or his/her designee. The Contractor shall report all plumbing concerns to the Maintenance Operations Director or his/her designee. Under no circumstances shall mops/rags be rinsed out in toilets or restroom sinks.

P. Paper Product Dispensers: All dispensers shall be filled to capacity with the proper product for that dispenser. Toilet paper shall be re-supplied by placing the product in the dispenser. An unopened roll shall be left available in the restroom. Dispenser interior, exterior and adjacent surfaces shall be wiped with germicidal detergent to remove fingerprints and smudges. All dispensers shall be checked for proper operation after filling and inoperable devices shall be reported to the City Maintenance Operations Director or his/her designee.

Q. Soap and Hand Sanitizer Dispensers: Dispensers shall be filled to capacity. Dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The wall and floor area under dispensers shall be cleaned of all residues. Dispensers shall be checked after filling for proper operation, and inoperable dispensers shall be reported to the Maintenance Operations Director or his/her designee.

R. Trash Receptacles: All waste receptacles and feminine disposal receptacles shall be emptied. Liners shall be replaced daily. The inside, outside and housing of the receptacles shall be cleaned with a germicidal cleaner.

S. Counter Tops and Sinks: All exposed surfaces shall be cleaned and disinfected. A non-abrasive cleaner shall be used on the exposed hardware. After cleaning, fixtures shall present a clean and shiny appearance. All metal hardware, such as faucet valves, drains and faucets shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported to the Maintenance Operations Director or his/her designee.

T. Other Surfaces: All surface litter such as paper towels, etc. shall be removed. All loose dust and soil shall be removed from the tops of lockers, cabinets, etc. Other flat surfaces shall be dusted and free of soil.

U. Walls, Partitions and Doors: Walls, doors and walls surrounding urinals or toilets shall be cleaned with a germicidal detergent. Any non-permanent stains, spots, streaks and graffiti shall be removed. This includes light switches, doors, and all walls within the restroom. After cleaning, surfaces shall be free of fingerprints, smudges, grease, soil, mildew, or stains.

V. Shower Walls and Floors: Walls and floors shall be washed using a germicidal cleaner. Shower drains shall be cleaned. The walls and floors shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.

W. **Floors:** Floors shall be swept and mopped with a germicidal detergent. After mopping, the floor shall have a uniform appearance and be free of hair, spots, spills, stains, dirt, oily film, etc.

X. **Mirrors:** Soil, streaks, smudges, film, etc., shall be removed from mirror surfaces. Mirror frames, shelves and other adjacent areas shall be cleaned.

III.C Weekly General Duties

Following is a list of the expected duties to be performed on a weekly basis in all City buildings listed in this solicitation, unless noted.

A. **Trash Receptacles:** The interior, exterior and housing of trash receptacles, and walls next to the receptacles, shall be cleaned to remove soil.

B. **Dusting:** All baseboards, windowsills, ledges, picture frames, wall hangings, plaques, cubicle wall tops, door tops, cabinets, etc., shall be dusted and free of dirt and soil.

C. **Restrooms:** All wall surfaces shall be washed. Interior and exterior surfaces of trash receptacles shall be cleaned to remove soil. Baseboards shall be dusted and cleaned to remove soil, stains, etc.

D. **Lockers and Shower floors:** All surface litter such as paper, tape, towels, etc., shall be removed. Surfaces shall be cleaned to remove heavy stains, mildew, and mineral deposits. After cleaning, the surface shall be free of detergent residue.

E. **Floor Drains:** Floor drain grates shall be removed if possible. All built up deposits, embedded hairs, etc., shall be removed from the grate and neck of the drain. The inside of the drain shall be cleaned. The grate shall be properly replaced after cleaning.

F. **Break Rooms/Kitchen Areas:** All wall surfaces, tables and chairs shall be washed. Interior and exterior surfaces of trash receptacles shall be cleaned. Baseboards shall be dusted and cleaned to remove soil, stains, etc.

G. **A/C Supply, Return and Exhaust Fan Vents:** All vents and wall or ceiling areas adjacent to the vent(s) shall be cleaned of all particles and debris.

III.D Monthly and Quarterly General Duties

Monthly: Following is a list of the expected duties to be performed on a monthly basis in all City buildings listed in this solicitation, unless noted.

A. **Furniture:** All cloth furniture shall be vacuumed. All vinyl and hard surfaces shall be wiped down with a damp cloth.

B. **Ceiling Fans:** All ceiling fans shall be cleaned to remove dust and cobwebs.

Quarterly: Following is a list of the expected duties to be performed on a quarterly basis in all City buildings listed in this solicitation, unless noted.

A. **Cubical Walls:** All cubicle walls shall be vacuumed.

B. **Dusting:** All high surface areas and ceiling tiles shall be dusted to remove all dust and cobwebs. Contractor shall provide, at no extra cost to the City, all equipment necessary to reach these areas.

C. **Windows:** All windows frames shall be free of smudges, fingerprints, cobwebs, etc.

D. **Blinds:** The blinds at the airport shall be cleaned to remove dust and cobwebs. Cleaning instructions are provided in the Attachment Section of this document.

E. **Periodic Deep Cleaning:**

F. Periodic deep cleaning of floor surfaces will be scheduled as needed. Vendor will need to obtain authorization for any floor cleaning through the Maintenance Operations Director or his/her designee for each location and these services will be provided at a square footage rate provided by the vendor.

III.E Facilities, Utilities, Supplies and Equipment

A. **Facilities:** The City shall provide janitorial closets or a designated space in each building. These areas shall be kept clean and neat by the Contractor at all times. Supplies shall be stored by the Contractor in the proper place upon receipt. Empty boxes, bottles, containers, etc., shall be discarded or recycled, if appropriate. Mop buckets shall be emptied and cleaned, and mops shall be washed out and wrung out before storing in the designated janitorial space.

B. **Utilities:** The City shall furnish all utilities to the Contractor but only at existing outlets, unless otherwise approved. Prior written approval for any alternation/modification shall be obtained from the Maintenance Operations Director. The City shall arrange for the work to be done and the costs shall be charged to the Contractor. Any modifications to existing outlets for the Contractor's convenience shall be at the Contractor's expense.

C. **Energy:** The Contractor shall comply with all energy conservation practices. The Contractor shall not change thermostat settings at any time. The Contractor shall turn off all lighting when exiting each area of the building. In situations where energy management systems have shut off lighting, the Contractor may manually turn on lighting, but the lighting must be turned off again when leaving the area.

D. **Telephones:** The City telephone policy limits use of telephone extensions on the City system to City business. The Contractor shall ensure that employees observe this policy. The costs of unauthorized telephone usage, which can be attributed to the Contractor or an employee/agent of the Contractor, shall be the responsibility of the Contractor.

E. **Janitorial Supplies:** The City shall supply all paper products such as toilet paper and hand towels, hand soap, trash bags as well as liners for office waste baskets for all locations. The Contractor shall provide all cleaning chemicals and equipment necessary

to perform all jobs described in the Request for Proposal. The Contractor is required to use floor care products that meet and are guaranteed by the manufacturer for various types of floors such as wood, epoxy, sheet vinyl, linoleum and special coated floors, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047). The Static Coefficient of Friction of Polished-Coated Surfaces as measured by the James Machine, which is a friction of 0.5 or greater, shall be the minimum acceptable slip resistance. The City shall designate a representative for each building. The Contractor shall maintain enough supplies needed to perform cleaning services for a minimum of one week. The Contractor shall notify the appropriate representative of any supplies in need of restocking. Supplies shall be replenished within 72 hours.

F. Equipment: The Contractor shall provide a list of type and quantity of equipment that will be utilized at each location. The list of equipment shall be kept current, and the listed equipment kept at each location shall be operational at all times during the life of the contract. The Contractor shall immediately remove any equipment that is considered non-operational.

III.F Cleaning Schedule

The below information is provided for planning purposes and is subject to change. The City reserves the right to adjust the cleaning days and hours of the day per week, per location. The total number of days and total hours shall remain.

Notes:

A. Cleaning shall not start until thirty (30) minutes after the end of normal business hours, with the exception of the Police Department (see item B below) and the Airport Traffic Control Tower (ATCT). The end of normal business hours is 5:00 PM. The City Maintenance Operations Director shall provide the Contractor with a list of all facilities and the operating hours associated with each. No Contractor personnel shall perform cleaning services during business hours unless requested by the City Maintenance Operations Director.

B. The Police Department requires cleaning of its facility commence and be completed during the hours of 9:00 AM to 4:00 PM due to the sensitivity of items and materials within the offices.

C. The Brannon Center requires cleaning of its facility commence and be completed during the hours of 6:00 AM to 9:00 AM.

D. In the event an evening meeting is being conducted in a facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 10:30 PM. Any cleaning services performed in a facility during the course of a meeting shall be done so as to not disrupt the meeting. The City Maintenance Operations Director or his/her designee will notify the Contractor of any evening meetings one week in advance,

when possible, but lesser notice shall not relieve the Contractor of any cleaning responsibilities.

E. City facilities will not be cleaned on weekends or City recognized holidays with the exception of the Golf Course. The Golf Course shall be cleaned seven days per week, including holidays, with the exception of Christmas Day, at no additional cost to the City.

III.G Fee Proposal

A fee proposal form is provided in the Attachment Section of this document. Proposers are encouraged to take their own measurements and evaluate each location during the site visits at 9:00 am on Friday, February 14, 2025. Failure to do so will be at the proposer's risk. Submitted proposals shall include a fixed price for each location. There will be no increase or decrease adjustments of square footage and/or fees once proposals are submitted and received.

Submitted proposals shall include all-inclusive rates with no hidden fees. The Contractor's price shall be sufficient to pay all applicable federal and state withholdings, worker's compensation insurance and comply with at a minimum, the current minimum wage rate, and all other expenses related to the provision of services.

III.H Service Procedures

The Contractor shall satisfactorily perform the work and services at the frequencies and time specified. Acceptability of the work is subject to approval of the City of New Smyrna Beach's representative(s). A detailed staffing list of personnel shall be provided to the City Director of Maintenance Operations, or designee, on a monthly basis.

Contractor is subject to evaluation related to the performance of work. The Contractor or authorized representative shall provide daily on-site supervisor and quality control during cleaning operations to make daily inspections and be responsible for maintaining the overall quality of service. Designated account representatives shall have a reliable method of communication and be available, upon reasonable notice, to report and confer with designated agents of the City with respect to the services provided. The Contractor or authorized representative shall be available to receive messages or other information pertinent to the successful completion of the assigned work. Open communication with the City's representative shall be maintained.

III.I Staffing & Personnel

Project Manager (PM):

A. The Contractor shall assign a Project Manager who shall report, upon request, Monday through Friday, between the hours of 12:00 Noon until 4:00 p.m., to the City's Maintenance Operations Director for communication and coordination of the custodial functions and quality control.

B. The Project Manager shall inspect all areas of the buildings covered by this contract at a minimum once a week for the purpose of ensuring quality workmanship and compliance with the contract, note discrepancies and complaints, and correct deficiencies in the work.

C. A weekly report containing a list of all problems encountered over the week; projects completed; maintenance issues; inspections summary; and an overall summary of week's activities.

D. The Project Manager shall be able to communicate (both verbally and in writing) in English with City employees. The Project Manager must be able to respond to the needs communicated by the City's Maintenance Operations Director or his/her designee.

E. The Project Manager shall record the beginning and completion dates for each periodic service listed as monthly, quarterly, and/or annually as required, and furnish such records to the Maintenance Operations Director or his/her designee.

Personnel: All persons employed by the Contractor shall be competent, trustworthy and properly trained. No Contractor personnel under the age of 18 shall be allowed on any premises of the City in their capacity as the Contractor's personnel. The Contractor's employees shall be required to comply with all applicable regulations of the City and full cooperation shall be required at all times.

The Contractor shall not engage or use the services of subcontractors in performing the contract unless the Contractor obtains prior approval from the City of New Smyrna beach.

All Contractor personnel must wear a shirt with a company logo and visible company name badge with personnel name while on City premises. The ID badge shall include a photograph of the employee, the employee's name, and the name of the Contractor. All clothing shall be clean, in good repair, and of appropriate size. Shoes must be closed-toed and have non-skid/none-marking soles. Any Contractor employee not properly attired or not displaying their ID badge shall not be allowed to work in any City facility.
Contractor must have back-up employees who have been properly trained and have gone through the City's pre-employment screening and background checks to fill-in as needed when regular employee(s) are out sick or unable to come to work.

Pre-employment screening and background checks: The Contractor shall require a valid State of Florida picture identification, a background check through the Florida Department of Law Enforcement (FDLE), and E-Verify search completed for all personnel working at any City facility. These checks shall be reviewed and mutually approved by the Contractor and City Maintenance Operations Director prior to an employee starting work at any City facility. All costs associated with obtaining the required clearances shall be the responsibility of the Contractor.

No employee/agent of the Contractor who has been convicted of a felony or a misdemeanor involving dishonesty or moral turpitude may be utilized by the Contractor in fulfilling its obligations under the contract.

The City reserves the right, at its expense, to conduct background checks as an additional validation of any prospective employee or present employee of the Contractor. This background check may include, but not be limited to, an FDLE or National Crime Information Center (NCIC) check, and/or a Level II Background Check including fingerprints.

- Airport Tower: In order to enter the Air Traffic Control Tower, vendor employee must be escorted by tower personnel, MUST be a US citizen, pass Level II background check, and be licensed and bonded. The same employee must perform this work each time. Currently, cleaning of shades is done on Saturday, but could be done on another day of the week, if scheduled in advance with the Airport Manager.
- Police Department: Contractor's employees assigned to the Police Department will be required to complete the Criminal Justice Information System (CJIS) Security & Awareness Training. The test shall be administered on-line by the Police Department at no cost to the vendor/contractor.
- Employee Roster: The Contractor shall provide the City Maintenance Operations Director, or designee, with an accurate roster of all personnel. Roster data shall list personnel by building(s) in which they are assigned to work. Changes to the roster shall be reported to the City Maintenance Operations Director, or designee, within one (1) working day. If termination occurs, the Contractor shall be responsible for immediately obtaining any facility access keys and returning said keys to the City.
- Removal of Staff: The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment at a City facility is deemed to be contrary to the interest of the City, as determined by the City Maintenance Operations Director. It is the responsibility of the Contractor to provide the proper training and supervision of their employees. The Contractor shall be responsible for thoroughly familiarizing personnel with the terms, conditions and scope of the contract. Any violation by the Contractor's personnel shall result in the removal of the employee. Failure to comply with this directive may prove to be a breach of contract by the Contractor and may result in the termination of the contract. NOTE: The City Maintenance Operations Director's request to remove any employee from this contract will, in no instance, be considered a request for the Contractor to terminate the designated individual from Contractor's employment. The sole intent is removal from City facilities.
- Unauthorized Personnel: Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor while performing duties in City facilities. This includes, but is not limited to, friends, children and/or other relatives. Employees of the Contractor who violate this stipulation shall be deemed objectionable by the City and shall not be allowed to work in City facilities.

- Backup Staff: The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and screenings as regular staff.

III.J Security, Keys, Training and Prohibited items

The Contractor is ultimately responsible for the security, training and safety of their personnel assigned to the city. Any violations to the below items may result in the termination of the contract for default. Each violation will be reviewed for severity and further action.

- The Contractor is responsible for all keys, electronic devices, or other entry devices assigned to it and shall assign those keys to its personnel for use in maintaining each Facility. The Contractor is responsible for the proper use and safe keeping of all keys issued by the City to the Contractor. At no time shall keys or devices be left unattended. Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor.
- Access to City Facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the City's Maintenance Operations Director or his/her designee. Access may include special instruction about security systems installed at these Facilities.
- The Contractor shall take all reasonable precautions to ensure that security of each Facility and internal equipment, furnishings and other items are maintained at all times.
  Contractor shall require all employees performing under this Contract to personally sign and be responsible for each electronic access card to gain entry to work areas. This card is to be used only by the individual for whom the card was issued. When an individual is no longer employed by the Contractor, the card must be reassigned by the Maintenance Operations Director or his/her designee.
- The Contractor shall be responsible for any lost keys, access cards and any inherent damages (i.e., re-keying of whole Facility). This cost shall be withheld from payment(s). The decision to re-key the whole Facility is solely that of the City.
- If keys or other entry devices are lost, the City Maintenance Operations Director shall be notified immediately, and alternate arrangements shall be made for building entry. The Contractor shall be required to reimburse the City for replacement of locks and other entry devices or rekeying as a result of Contractor loss of keys or devices.
- It is essential that Contractor personnel be thoroughly instructed in locking doors, closing windows and securing areas. This includes decoding alarm systems when entering buildings and resetting the alarm systems when leaving the building. If the Contractor's staff fails to properly secure a Facility, the City will deduct any resulting fees and/or the cost of City staff time required to correct the situation from the Contractor's monthly payment.

- Building locking and unlocking schedules shall be strictly followed. Once a building is locked, the Contractor's employees shall not open doors to allow any person(s) to enter. Doors to unattended, locked rooms, shall remain locked and not be cleaned. Interior or exterior doors shall not be propped open for any reason at any time.
- Contractor's personnel shall immediately report to the Contractor, building security or City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in, vandalism, and building system failures. The Contractor's employees shall report to the appropriate emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.
- Contractor's personnel is prohibited from using or possessing any of the following items while working on City premises: guns, knives, other weapons, alcohol, and/or illegal drugs. Contractor's personnel shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from working in City facilities.
- The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in any of the City facilities and against unauthorized use of City and personal property, including but not limited to the following: radios, typewriters, copy machines, computers, terminals, fax machines, telephones, calculators, etc., which may be in any of the City facilities.
- The Contractor is responsible for ensuring that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Items found outside of personal office space shall be turned in at the end of each shift to the Contractor, who shall return the items to the City Maintenance Operations Director within twenty-four (24) hours. The contractor shall develop, implement, and maintain adequate procedures to ensure that no employee pilfer any item from any City buildings or property, including recycle bins.

III.K Safety

The Contractor is responsible for training all Contractor personnel in safe work habits. Training shall include but not limited to:

- Safe use of cleaning chemicals and equipment.
- Use of proper handling of hazardous materials and waste, including blood borne pathogens.
- Recognizing hazardous or other materials which are not allowed as cleaning chemicals for use at City facilities.
- Use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment.

- The Contractor shall be responsible for complying with all safety rules and regulations of any governing agency having jurisdiction in addition to those outlined in this document.
- The Contractor shall indemnify and hold harmless the City from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the City because of the Contractor's failure to comply with the regulations.

III.L Emergency Services

Before, during, and after a public emergency, natural disaster, hurricane, flood, or other act of God, the Contractor shall continue to service City facilities according to the contracted schedule unless otherwise notified by the City Maintenance Operations Director. The City shall be charged no additional fees.

The Police Department may require cleaning of detention cells at any time during the day especially after hours due to biohazard concerns. Contractor personnel shall clean all bio-hazardous spills, upon request, using proper techniques and safety equipment. Response time will be required within one (1) hour of notification. Biohazard spills shall include, but not be limited to, toilet backup and overflow, vomit, bodily fluid and excrement or other organic messes, etc. The City shall bear no responsibility for any injury or sickness of Contractor personnel.

Failure to provide a satisfactory level of service may result in Contract Deficiency Deductions, see Section III.M for additional information. The City of New Smyrna Beach reserves the right to determine the deduction.

III.M Quality Assurance Program (QAP) and Contract Deficiency Deductions

Quality Assurance Program (QAP): Each of the services to be rendered under this Contract are subject City inspection, both during and after completion of the tasks. The City QAP (inspections evaluations) is NOT a substitute for Quality Control (manpower supervision/control) by the Contractor. The City's QAP effort does not relieve the Contractor from the responsibility of satisfactorily performing the services specified herein. Consequences of Contractor's Failure to Perform Required Service: Contractor's failure to perform under the terms and frequencies specified herein, may result in a reduction in the monthly payment due to the Contractor and/or termination of the Contract. The types of reductions described below may, at the City's option, be imposed after notification to the Contractor of any deficiencies and failure to provide remedies. 1. The Contractor shall be required to report to the site no later than 11:00 a.m. to correct deficiencies from the previous night. The deficiencies shall be of such a nature as to warrant immediate correction or the use and enjoyment of the Facility will be negatively affected. Deficiencies may include gross in nature, like an entire bathroom not being cleaned, but can also be relatively minor if they adversely affect the occupants. For example, a bathroom had no hand towels at the start of business. Should the Contractor fail to respond as required to

make corrections, the City may deduct a portion of payment due to the Contractor equal to the amount as described below. The Contractor will be required to submit a revised invoice noting the deduction due to deficient work. 2. After the first three (3) months of the Contract, or at the request of the Maintenance Operations Director, the Contractor shall meet with the Maintenance Operations Director and other designated City officials for the purpose of discussing performance. The Contractor may also request meetings to discuss their performance

Contract Deficiency Deductions: In accordance with the Quality assurance Program (QAP) above, the following is a detailed listing of the deductions authorized per instance for deficiencies and non-performance by the Contractor with respect to the required janitorial services to be provided to all City buildings listed in this solicitation.

Infraction	Amount of Deduction Per Stance
Failure of contract employees to be properly attired in company uniform.	$25.00
Failure to utilize approved cleaning products.	$25.00
Failure to properly store cleaning products/devices upon completion of cleaning cycle.	$25.00
General Duties – Daily Service to All Areas.	$50.00
General Duties - Daily Service to Restrooms	$50.00
General Duties - Weekly Service to All Areas	$50.00
General Duties – Monthly Service to All Areas	$50.00
General Duties – Quarterly Service to All Areas	$50.00
Failure to provide back-up employees	$50.00
Failure to notify City of change in contractor employees	$50.00
Failure to notify City of lost keys/security cards	$50.00
Failure to perform scheduled service – no service provided to a location during a scheduled service day	$200.00
Failure to properly lock and activate building security systems upon completion of cleaning cycle.	$250.00

III.N City Holiday Schedule

Below is the city recognized holidays when all of the locations for the city, with the exception of the City's Golf Course, will be closed and not accessible for cleaning purposes. The City's Golf Course is open every day, seven (7) days a week, with the exception of Christmas Day. Contractors will be notified in advance of any change to the holiday schedule listed below. These dates are provided for planning purposes and may be adjustment by the City.

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

IV. Minimum Qualifications

IV.A Minimum Qualifications - UPDATE EACH TIME

To be eligible for consideration in response to this Solicitation, the Respondent must meet and provide adequate documentation to support the below minimum requirements: All decisions made by the city are final.

Minimum Qualifications include, but not limited to:

A. Be currently certified, licensed and authorized to work in the State of Florida to perform in the area(s) of expertise.

B. Maintain a Florida office in which the work will be done.

C. The principal in the business has at least two (2) years of experience in the janitorial services business.

D. Contractor is registered and licensed to work in the State of Florida

E. Proven experience performing janitorial services in buildings with high customer traffic and extensive floor maintenance

F. Resources related to providing janitorial services

G. Sufficient Staff size providing janitorial services

H. Company bond status

I. Company insurance

V. General Information

V.A Ambiguity, Conflict, or Other Errors in the Solicitation

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein, of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

V.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

V.C Assignment

The consultant(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

V.D City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City’s best interest.

V.E Award of Contract and Professional Services Agreement

If an award of contract is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this

document. The City shall not use any other factors or criteria in the evaluation of the proposals received.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Contractor.

It is the City's intent to enter into one agreement with one company for an initial term of three (3) years with the possibility of two (2) optional one (1) year periods for renewal, upon approval of the City Commission. Fees shall not increase during the initial term of the contract. However, requests for a price increase can be submitted to the City ninety (90) days prior to a renewal. Price increase requests shall be accompanied by applicable supporting documentation.

It is the City's expectation that the successful Contractor shall have sufficient staff to commence work within ten (10) of a fully executed contract.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected Consultant shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

V.F Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

V.G Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provided as an attachment in Section VIIII of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

V.H Evaluation of Submittals

An evaluation committee consisting of City staff shall review and score each proposal based on the criteria set forth in Section V of this document titled Evaluation Criteria.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

The consensus of the committee will be the deciding factor on how to move forward.

V.I E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the

subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

V.J Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

V.K Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

V.L Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

V.M Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

V.N Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided as attachment in Section VIIII of this document.

V.O Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

V.P Inquiries

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Friday, February 21, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, please be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

V.Q Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

V.R Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

V.S Legal Requirements

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

V.T Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

V.U Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

V.V On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

V.W Opening of Proposals

Sealed proposals will remain sealed until the time of opening listed in Section II of this document. Through Microsoft Teams, the received proposals will be publicly opened, and the proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Proposers may contact the City's Purchasing Coordinator to obtain information to view the live bid opening. No discussion of the Proposals will occur at this time.

V.X Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach. The City expects prompt and accurate service from our consultants/vendors, and it shall pay their invoices promptly and accurately.

V.Y Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

V.Z Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or firm for cause.

V.AA Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its bid in response to this RFP, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

V.BB Proposal Due Date

Submittals shall be received prior to 5:00 pm on Monday, March 10, 2025. Submittals shall be submitted through the City’s e-Procurement Portal.

Submittals received after the designated time will not be permitted or accepted. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

V.CC Protest Procedures

1) Respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

V.DD Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

V.EE Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said consultant, their employees or

agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

V.FF Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

V.GG Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

V.HH Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

V.II State Registration Requirements

Any corporation submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

V.JJ Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

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

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

V.KK Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

V.LL Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of RFP.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

VI. Submittal Requirements

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

VI.A Evaluation Committee and Evaluation Factors

A committee of city employees shall evaluate and rank each submittal based on information provided.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

A selected group of proposers may be required to make an oral presentation to the committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their submittal. Oral presentations, if any, shall be considered in conjunction with the submitted data by the committee. The committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

The evaluation criteria may be modified for the oral presentation portion of the evaluation.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Criteria	100 Possible Points
Letter of Introduction/Management Summary	10
Experience	30
Fee	20
Equipment	25
References	15

VI.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VI.C Letter of Introduction & Management Summary

At a minimum shall include:

Provide a letter of introduction and Management Summary that highlight each of the key areas of the proposal and that summarizes the Respondent's experience and qualifications.

- Information shall include the company legal name, former name if applicable, address, telephone number, and e-mail address.
- Information shall be signed by a corporate officer or principal, or an authorized representative of the prime consultant authorized to obligate the firm and/or joint venture contractually. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.
- A brief profile of the company, history, business structure, designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.), type of ownership (small business, small disadvantaged business or women-owned business), length of company's existence, locations of their parent company, branch or subsidiary and proposed project team, total number of personnel including personnel by discipline, and average annual revenue for the past five (5) years.

VI.D Experience

At a minimum shall include:

- Background of the firm including number of years in business, including operation under other firm names, providing services similar to those described herein.
- Number of years in business in the State of Florida.
- Number of personnel, and other pertinent information. State whether your firm is local, national, or international in size. Give the location from which the work is to be done. State the size of the staff, number of professional staff, and over-all experience of assigned staff for this project.
- Provide examples of your company's performance of other contracts of similar size and complexity. Include contact information for the customer's company name, project manager, their name, phone number, e-mail, street address.
- Provide examples of your project manager's performance of other contracts of similar size and complexity, either with your firm, or a previous firm.
- Provide examples of your janitorial crew supervisor's performance of other contracts of similar size and complexity, either with your firm, or a previous firm.
- Supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of a janitorial services contract.
- Provide information on prior failure (if any) to perform awarded contract.
- Within the past five years, if your company has been cited by any local, state or federal agencies for violations involving safety procedures, please describe the details and outcome, including the agencies name and contact number.
- Provide a copy of Florida business license, and Volusia County Business Tax Receipt Form.

VI.E Fee Proposal

Provide detailed all-inclusive rates for the services outlined in Section III, Description of Serivces. There shall be no hidden fees.

Submittals shall include a detailed fee proposal. Fee proposal shall include options to add or remove services.

Any work performed by the Contractor without approval by the City is performed at the Contractor's own election.

Compensation to the Consultant for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each project.

In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Consultant shall notify the City's Designated Representative in order that the City may take remedial action.

The fee structure will be evaluated utilizing the equation provided in the example below. Lowest cost proposed gets total points = 20 points

Example	Submitted Fee Structure	Lowest Cost	% For Lowest	Multiplier	Points Awarded
Company A	$100,000	$100,000	100.00%	20	20
Company B	$110,000	$100,000	90.91%	20	18.18
Company C	$120,000	$100,000	83.33%	20	16.67
Company D	$130,000	$100,000	76.92%	20	15.38
Company E	$140,000	$100,000	71.43%	20	14.29

VI.F Equipment

Provide a list of the type and quantity of the equipment that will be utilized for each location provided in Section VI of this document.

All necessary cleaning equipment including power driven floor scrubbing machines, backpack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the Facilities or their contents. All equipment must be in good working condition at all times. Any non-working equipment shall be replaced/repaired within twenty-four (24) hours.

All equipment such as brooms, mops, and vacuums shall be available for use by the City staff during the day. The City shall assume responsibility when using the equipment.

Note: Electrical power, 100 volts, will be furnished by the city at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.

VI.G References

Respondents must provide at least three (3) references of clients for which they have performed work over the last five years. If available, such references should be listed for local governments (agencies) for which the Respondent has provided services within the last five years. Only one reference may be used for services performed for or on behalf of the City of New Smyrna Beach. A reference form is provided in the Attachment Section of this document.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the city must be able to contact references for verification as part of the evaluation process).

In addition to the completed Reference Form, Proposer's shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to 5:00 pm on Monday, March 10, 2025, with 02-25-MO, Janitorial Services in the subject line of the email.

VI.H Financial Stability/Litigation

Provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Provide a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

VI.I Complete Copy of Submittal

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

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

VII. Insurance Requirements

VII.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:

   1. $500,000 Each Accident
   2. $500,000 Disease Each Employee
   3. $500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

   1. $1,000,000 Bodily Injury & Property Damage-each occurrence
   2. $2,000,000 Personal & Advertising Injury-each occurrence
   3. $2,000,000 General Aggregate
   4. $2,000,000 Products/Completed Operations Aggregates limit
   5. $ 5,000 Medical Payments
   6. $ 100,000 Fire Damage Legal Liability
   7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

   1. If the consultant maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant.
   2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

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

VII.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VIII. Required Responses

VIII.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

VIII.B Name, Title of Position, Company Name, and Address*

By submitting this response, you hereby designate the Prime Proposer name, title of position, company name and address to which notices may be delivered or mailed.

*Response required

VIII.C Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

VIII.D Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the

consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

VIII.E Professional/Business Licenses *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

*Response required

VIII.F Professional Services Agreement*

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

☐ Please confirm
*Response required

VIII.G Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

VIII.H Conflict of Interest Disclosure*

PROJECT NUMBER: 02-25-MO - Janitorial Services

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an

employee's professional judgment in exercising any City duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

VIII.I Drug-Free Workplace Certification Site Information*

The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

VIII.J Acceptance of Conditions*

Statement indicating any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this document.

If there are no exceptions, upload a statement stating there are no exceptions.

*Response required

VIII.K Letter of Introduction & Management Summary*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Letter of Introduction & Management Summary

*Response required

VIII.L Experience *

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

*Response required

VIII.M Fee*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Fee

*Response required

VIII.N Equipment *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Equipment

*Response required

VIII.O References*

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

*Response required

VIII.P Reference Questionnaire *

In addition to the completed Reference Form, Proposer understands that they shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to proposal due date outlined in Section II.

☐ Please confirm
*Response required

VIII.Q Financial Stability/Litigation

Provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Provide a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

VIII.R Required Documentation and City Required Forms *

Upload as one (1) PDF a completed document packet of the city required form provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

City of NSB Form: Authorized Signature/Negotiators
City of NSB Form: Vendor Information Form
City of NSB Form: Vendor Summary Form
City of NSB Form: Completed W9
City of NSB Form: Statement of Insurance
City of NSB Form: Public Entity Crime Information Statement
City of NSB Form: Disputes Disclosure

City of NSB Form: Drug Free Workplace Certification
City of NSB Form: Sworn Statement
City of NSB Form: Non-Collusion Affidavit
City of NSB Form: E-Verify
City of NSB Form: Human Trafficking Affidavit
City of NSB Form: Conflict of Interest
City of NSB Form: Organizational Information
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies
City of NSB Form: Smoke Free Acknowledgement
City of NSB Form: References
City of NSB Form: Signed Addendums (if applicable)
City of NSB Form: Fee Proposal
Copy of Sunbiz Registration with Active Status

*Response required

VIII.S Complete Copy of Submittal*

Upload as one (1) PDF a complete copy of the proposal as one (1) PDF in the organized in the below format. Proposal must be signed by an authorized officer of your organization.

- Cover page with company logo
- Letter of Introduction and Management Summary
- Experience
- Fee Proposal
- Equipment
- References
- Completed City forms provided in the Attachment Section of this document.
- Sign copies of any addendums that have been posted.

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Company name
Janitorial Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the RFP 02-25-MO, Janitorial Services**, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be automatically renewed administratively under the same terms and conditions for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 02-25-MO, Janitorial Services, and in the Consultant's submitted Proposal.

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

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

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

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

A. City Advertised Bid w addendums
B. Award Bid Proposal
C. Fee Proposal

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

DRAFT

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

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

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

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

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

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

ATTEST	INSERT CONSULTANT INFORMATION
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor

DRAFT

Date: _____	Date: _____

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

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Janitorial Services**

Project ID: **RFP 02-25-MO**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: List of Subcontractors	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Signed Bid Form	

City of New Smyrna Beach

RFP 02-25-MO: Janitorial Services

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	RFP 02-25-MO
BID TITLE:	Janitorial Services

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code	Authorized to transact business in Florida Yes or No
Telephone No.	State of Florida Department of State Certificate of Authority Document No: _____
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

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

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 02-25-MO, Janitorial Services**.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Solar-Screen Co. Inc.

53-11 105th Street
Corona, NY 11368
Tel 800-347-6527 718-592-8222
Fax 888-271-0891



Operating instructions for ATCT film shades.

We here at Solar Screen strive to provide the best possible shading product for use in the Air Traffic Controlling sector.

Manually controlled transparent film top-down shades

Each shade over a window space is a sprung roller shade that is under constant tension, therefore its natural position will be drawn, that is wrapped around the roller.

The roller will always be mounted on the widest part of the window, most often at the top. (Bottom-up shades will be covered below.)

Each shade is a custom sized unit that is meant to fit best in the fully closed position. If left partially open then a larger gap on the angle-cut side of the shade will create a larger light gap, which is normal.

The control of each shade will be by a heavy cord located generally in the center of the bottom hembar. At the sill level will be a specialized 'cam-lock assembly' that was designed for the operator's use at that specific location.

The cam-lock allows the operator to unlock by pulling the cord to release the cam, allowing travel in either direction. A stop washer is located on the cord to limit the upper travel of the film shade. It is by this method that the shade can be stopped at any point within its travel limits.

Manually controlled transparent film bottom-up shades

These are shades that are covering overhead windows. (bombing towers, glass top RSU cabs) These shades have their rollers mounted at the bottom of each window (the widest part) and will be drawn up with a single cord. This cord will be directed via direction pulleys back down toward the operator's space, thru the same type cam-lock.

The operation will be the same as the previously mentioned shades, but to counteract the 'sagging' effect by gravity the tension is greater. So greater effort will be required when drawing these shades to the closed position. It is also recommended that when closing, these shades should be drawn very snug, to ensure a good closure fit.

Solar-Screen Co. Inc.

53-11 105th Street
Corona, NY 11368
Tel 800-347-6527 718-592-8222
Fax 888-271-0891



Caring & Cleaning for ATC Cab film shades

FILM SHADE CHARACTERISTICS

When operated on a shade roller, transparent film causes a natural static charge as it operates. This attracts airborne dust that over time will embed on the film surface if not attended to. In addition, an occasional squashed bug or hand smudge may appear. The following is to be used as a guide for maintaining the film shades.

WARNING!

Avoid using any fluids as an overall cleaner for the film. The application and removal of such liquids will scratch the surface and if rolled up damp, will permanently stain the film. In addition, an ammonia-based cleaner will react with the film and age it prematurely.

GENERAL SURFACE MAINTANENCE

It is recommended that only a light feather dusting be done on a 6-month basis. The best tool for this use is a Swifter type dry duster on a telescopic wand to reach up on the window side of the film. Use on the duster an ***'electronics anti-static'*** *spray such as* ***3M*** *and* ***'Endust for Electronics'****. The spray will attract the dust and leave the film 'neutrally' charged. Lightly contact the film surface and replace the cloth often while cleaning.*

SURFACE SMUDGES

If a handprint or splatter occurs, use a clean micro-fiber cloth. Do not apply a liquid. Support the shade film and lightly rub until the stain is transferred to the micro-fiber cloth.

BUG SQUASHES, TOUGHER STAINS

A quick way to remove hard stains such as a bug squash is to use the liquid ***naphtha****, which is Zippo lighter fluid. Put some onto a wad of toilet paper and in a circular fashion, lightly rub the smudged area. Without damaging the film, the naphtha evaporates almost immediately, allowing the smudge residue to bond to the toilet paper. It will almost instantly remove the stain. The naphtha is available at building supply stores in quart cans. Because of its sight odor, we recommend that it be used during off hours when low or zero personnel are present.*

SHADE CLEANING SERVICES

Although there are many shade cleaning services out there that offer in-place cleaning, along with removal to clean with re-install, we don't recommend ever removing the shades from their mounts. These actions will void any factory warrantee.

FILM SHADE LIFE

ATC film shades are expected to have a 5-7 year lifespan for use and optical clarity. Each time a shade is cleaned by a contact method, it shortens its optical life by an estimated 6 months. If the cleaning is done by a non-touch 'spraying' method, with proper drying, the scratch factor is minimized, however the problems of handling and re-mounting still exist. Also, any liquid intrusion into the spring assembly will corrode the parts and shorten the shade's operational life.

Solar-Screen Co. Inc.

53-11 105th Street
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Tel 800-347-6527 718-592-8222
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Maintenance instructions for ATCT film shades.

We here at Solar Screen strive to provide the best possible shading product for use in the Air Traffic Controlling sector.

General maintenance of ATCT manual shades

Solar Screen offers a "widened shoulder" roller pin hanging bracket that makes for extended wear. The wear life of our bracket (10 –12 years) far surpasses the estimated life of the film shades of 5 – 7 years.

The roller springs, although replaceable are extremely reliable and will surpass the life of the film shades.

Because of the design of the cord lock assemblies and associated pulley location(s), the FAA approved draw cord will show minimal wear in time but should surpass the film life. (Extra replacement cord is available from the factory.)

All moving parts of pulleys are made up of stainless steel and nylon for long life.

The cord end tassle is of a softer plastic for crush resistance and UV protected.

Please see "Cleaning Instructions" for care of shade film.

Line Item	Location and Address	Square Footage	Days Per Week	Cost/Fee
1	Brannon Center : 105 South Riverside Dr, New Smyrna Beach, Fl. 32168	5117	7	$
2	City Hall: 210 Sams Avenue, New Smyrna Beach, Fl. 32168	10261	5	$
3	City Hall Annex: 214 Sams Avenue, New Smyrna Beach, Fl. 32168	11823	5	$
4	City Gym: 1000 Live Oak Street, New Smyrna Beach, Fl. 32168. 2 bathrooms (1 women, 1 mens)	828	7	$
5	Golf Course: 1000 Wayne Avenue, New Smyrna Beach, Fl. 32168	4276	7	$
6	Police Department: 246 Industrial Park Avenue, New Smyrna Beach, Fl. 32168	28000	5	$
7	Maintenance Operations: 124 Industrial Park Avenue, New Smyrna Beach, Fl. 32168	1900	3	$
8	Maintenance Operations, Streets Portable: 124 Industrial Park Avenue, New Smyrna Beach, Fl. 32168.	960	3	$
9	Sports Complex/Park Offices: 1800 Turnbull Bay Road, New Smyrna Beach, Fl. 32168. 2 bathrooms, 2 offices, 1 breakroom	745	3	$
10	Airport Tower: 2100 Aero Circle, New Smyrna Beach, Fl. 32168(Break Room, Top Floor, Bathroom, Stairs, blinds on quarterly basis)	660	5	$
11	Conner Library: 201 Sams Avenue, New Smyrna Beach, Fl. 32168	1300	3	$
12	Minerva Building: 429 N Myrtle Avenue, New Smyrna Beach, FL 32168	2400	3	$
13	Babe James Community Center: 201 N. Myrtle Avenue, New Smyrna Beach, Fl 32168. 4 bathrooms (2 women and 2 mens)	852	7	$

Line Item	Periodic Deep Cleaning of Floor Surfaces	Per Square Foot
1	Vinyl/Terrazo finishes (to be scheduled as needed)	$
2	Carpet (to be scheduled as needed)	$
3	Ceramic tile grout cleaning	$

Contractor's Initials: _____

Line Item	Emergency Services	Hourly Rate
1	Additional Hourly Rate	$

The above amounts are all in-clusive with no hidden fees. The amounts include salary cost, fringe benefits, overhead, operationing margin, profit, and all direct and indirect expenses.

Company Name: _____

Address: _____

City, State, Zip Code: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 02-25-MO: JANITORIAL SERVICES

Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate how well they communicated significant issues or concerns.	
2	Rate the overall services received.	
3	Rate management on inspections of work completed	
4	Rate attendance record	
5	Rate fee versus work performed	

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: _purchasing@cityofnsb.com, prior to 5:00 pm on March 9, 2025.

ADDENDUM 1
RFP 02-25-MO: JANITORIAL SERVICES
FEBRUARY 19, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 02-25-MO, Janitorial Services, issued February 6, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachments: Pre-bid recording
Pre-bid sign in sheet
Reference Questionnaire, due prior to 5:00 pm on March 9, 2025
Revised Bid Form

Revised Timeline: The following dates have been extended

- Proposal Submission Deadline: Prior to 5:00 pm on March 10, 2025
- Opening of Submittals: 9:00 am on March 11, 2025
- Evaluation Meeting: 9:00 am on March 17, 2025

Revisions:

1. Section 3, Item III.D, Item B, Windows cleaning has been removed
2. Section 3, Item III.B, Item A, Clarification on outside receptables added
3. Section 3, Item III.B, Item B, Recycling removed
4. Bid Form Item 9, deleted, items below 9 have been renumbered/adjusted
5. Bid Form, revised square footage

Questions/Answers:

1. **Question:** Could you please provide the budget allocated for this contract?

   Answer: Last fiscal year, $98,168.90. This includes two months, at $375.00 per month, for location twelve (12), Minvera Building, on the bid form. This location was added late in the year.

2. **Question:** Need square footage of facility. Ballpark?

   Answer: Sports Complex is 745 SQ FT.

3. **Question:** I did not see the reference questionnaire in any of the documents. Can you please clarify where it is?

   Answer: Document is attached and uploaded into OpenGov as Attachment F.

4. **Question:** It looks like line item 9 on the bid form only has a zip code. Can you please provide the address for this location?

   Answer: This line item has been deleted.

5. **Question:** Please clarify: Is the biannual window cleaning for exterior and interior or exterior only?

   Answer: Exterior and interior window cleaning services has been removed from the scope of services.

6. **Question:** Is the award based on lowest bid response?

   Answer: This is a Request for Proposal (RFP). Price is an evaluation criteria but not the deciding factor. See Section VI of the solicitation documents.

7. **Question:** What is the current contract price being paid today? For each site? Date contract started?

   Answer: See response to Question 1. The initial contract was awarded in March 2020 for Citywide Services.

8. **Question:** Who is the current contractor?

   Answer: Building Maintenance Services.

9. **Question:** Is the current contractor scope of work the same as the current bid scope of work? If not, what has changed?

   Answer: Yes. Some locations may have been added, or deleted, as needed.

10. **Question:** How many hours per day per location does the cleaning crew work?

    Answer: The awarded contractor will need to determine how many hours their staff needs to work to accomplish the required services.

11. Question: For Strip & Wax jobs, How many coats of wax per strip? How many coats of wax per Scrub? Who provides the chemicals for a strip & wax??

Answer: Two coats and should be provided by the contractor

12. Question: How many square feet of your floors is to be strip & wax in each building? When we perform a strip & wax, would we be responsible for moving furniture?

Answer: Price per square foot for all buildings

13. Question: How many square feet is carpet?

Answer: Price per square foot for all buildings

14. Question: Are any building being removed from the price list one was mentioned on the walk through?

Answer: Line item 9 of the original bid form was deleted.

15. Question: Please confirm that the ONLY thing we clean at Babe James are the Rest Rooms?

Answer: Yes. Four (4) bathrooms in total, two (2) women and two (2) men.

16. Question: Who supplies the cleaning supplies?

Answer: See Section III.A, and III.E of the solicitation document.

17. Question: Who supplies the paper & plastic,(toilet tissue, hand towels, hand soap) trash can liners? If contractor, what are the approx. previous or current cost?

Answer: See Section III.E of the solicitation document. "The City shall supply all paper products such as toilet paper and hand towels, hand soap, trash bags as well as liners for office waste baskets for all locations."

18. Question: Is there a Bond required?

Answer: No.

19. Question: Will there be background requirements? If so, what is the level of background check required?

Answer: Level 2 / FDLE or National Crime Information Center (NCIC) check. See Section III.I of the solicitation document.

20. Question: Are there any billable optional services What were the annual billings for the optional services?

Answer: In 2020, $850 window cleaning

21. Question: Do we need to clean 2nd story or above exterior windows?

Answer: See response to question five (5).

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

RFP 02-25-MO: Janitorial Services

Prebid Meeting: February 14, @9:00 am

124 Industrial Park Avenue, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Janet Vivian, Purchasing Agent, City of New Smyrna Beach, Florida	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2654 jvivan@cityofnsb.com
Tammy Dickerson, Administrative Specialist III, City of New Smyrna Beach, Florida.	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-424-2205 tdickerson@cityofnsb.com
Cheryl Lerman Jan King Commercial Cleaning	1801 Sandy Creek Ln Orlando	407-275-7813 clerman@dazzler.com
Ana McCormick Mileclean USA	7061 Grand National Drive Orlando, FL 32819	(321)732-0370 operations@MilecleanUSA.com
Bryan Burgos SR. Area manager Building maintance Service	4479 Park Breeze court Orlando FL, 32808	407-470-4702 bburgos@bmginc.us
Nizar Hay Clean Space LLC	3764 NW 124th Avenue Coral Springs, FL33065	754-971-4641 bids@cleanspaceonline.com
Keri Bodegas Bodegas Cleaning Inc.	1709 Scenic Dr. Titusville, FL. 32796	321-747-0174 keri@bodegascleaning.com
Evan Milligan Southern Cleaning Service	7900 Belfort Pkwy Ste 300 Jacksonville, Fl 32256	904-882-5351 emilligan@gcsinc.com
Ryan Strem American Janitorial Inc.	Po Box 2534, Umatilla, FL. 87 N. Central Ave. Umatilla FL. 32784	352-932-9456 Ryan.Strem@ajiclean.com
Cristopher Hagins City-wide Facility Solutions	9799 US Hwy 301 Hampton, FL. 32044	701.335.9895 CHagins@gocitywide.com

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 02-25-MO: JANITORIAL SERVICES

Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate how well they communicated significant issues or concerns.	
2	Rate the overall services received.	
3	Rate management on inspections of work completed	
4	Rate attendance record	
5	Rate fee versus work performed	

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: _purchasing@cityofnsb.com, prior to 5:00 pm on March 9, 2025.

Line Item	Location and Address	Square Footage	Days Per Week	Cost/Fee
1	Brannon Center : 105 South Riverside Dr, New Smyrna Beach, Fl. 32168	5117	7	$
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3	City Hall Annex: 214 Sams Avenue, New Smyrna Beach, Fl. 32168	11823	5	$
4	City Gym: 1000 Live Oak Street, New Smyrna Beach, Fl. 32168. 2 bathrooms (1 women, 1 mens)	828	7	$
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3	Ceramic tile grout cleaning	$

Contractor's Initials: _____

Line Item	Emergency Services	Hourly Rate
1	Additional Hourly Rate	$

The above amounts are all in-clusive with no hidden fees. The amounts include salary cost, fringe benefits, overhead, operationing margin, profit, and all direct and indirect expenses.

Company Name: _____

Address: _____

City, State, Zip Code: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____

REQUEST FOR PROPOSAL
FOR
JANITORIAL SERVICES
RPF 02-25-MO



Response Submitted March 10, 2025
By John Anderson / Regional Director
Regional Director
Jani-King of Orlando
director.orl@dazser.com

Jani-King of Orlando
1801 Sandy Creek Lane
Suite 200
Orlando, FL 32826
(407) 275-2313
Fax (407) 275-2916

Table of Contents

Letter of Introduction 3

Management Summary 4

Experience 9

Florida Business License

Fee Proposal 24

Equipment 27

References 28

Financial Statement

Audited Financial Statements

Completed Forms 29

Signed Copy of Addendum

State Certificate of Good Standing/Articles of Incorporation

Corporate Officer letter listing Signatories

Jani-King of Orlando
1801 Sandy Creek Lane
Suite 200
Orlando, FL 32826
(407) 275-2313
Fax (407) 275-2916

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

Dear Ms. Vivian,

Jani-King of Orlando is pleased to offer this response to your request for proposal (RFP) for Professional Cleaning Services. We acknowledge that we understand and accept the terms and conditions outlined in the RFP. We are fully aware and informed as to the extent and character of the service, personnel, equipment, materials and supplies required to execute this contract described in the specifications and commit to providing an outstanding level of proactive and responsive janitorial services. We also understand the information presented is accurate and factual and we understand our proposal is a binding offer.

Jani-King has over 55 years of experience providing cleaning results to a wide range of customers, including manufacturing, healthcare services, high end hospitality and municipalities. All locations in our response will be serviced by Jani-King Franchisees who will provide all necessary chemicals equipment and supplies.

As the world's largest franchise commercial cleaning company, we realize that our services will be instrumental to ensure that that all departments at the City of New Smyrna Beach will receive quality service. Our services will maintain the cleanliness of the facilities and meet the service needs for each department. Jani-King utilizes specialized cleaning and infection control programs that will help you safeguard your employees and visitors. In today's world, image is not a superficial thing. Our commitment is to provide a well-managed and safe environment for all visitors and staff.

It is with great sincerity and gratitude that Jani-King offers our experience and dedication to The City of New Smyrna Beach and all its employees and residents!

John Anderson
Regional Director, DAZSER-ORL Corporation, dba Jani-King of Orlando
1801 Sandy Creek Lane, Suite 200
Orlando, FL 32826
Director.orl@dazser.com
407-275-2313

Jani-King of Orlando
1801 Sandy Creek Lane
Suite 200
Orlando, FL 32826
(407) 275-2313
Fax (407) 275-2916

Management Summary

Jani-King International was founded in 1969 and is the largest commercial cleaning franchise company in the world. Now in its 56th year of business, Jani-King provides comprehensive cleaning services via 120 regional support offices throughout 14 countries. Specialty divisions include: healthcare (hospitals, medical facilities), sports and entertainment venues, municipalities (city and county), hospitality (hotels, resorts, casinos), education (school districts, campuses), and national accounts. Jani-King's average annual revenue over the last 5 years is 900 million plus.

Jani-King of Orlando opened in 1996 and was purchased from Jani-King International in 2004 by its current Master Franchise Owners, Steve Roesch and Dave Zillig, and has grown into the tenth largest region in the company. Major customers include Shelt Air, ULA, Lynx, Frito Lay, Pitney Bowes, Sherwin Williams, PepsiCo, Marriott, the Orlando Magic Corporate Offices and Advent Health Training Center. Jani-King of Orlando's office has 13 employees that support 160 Franchise Owners and their staffs that provide cleaning services to over 1000 customer each week. Jani-King of Orlando's average annual revenue over the last 5 years is 18 million plus.

Key Personnel

- John Crawford – CEO, Jani-King International, Inc.
- Stephen Roesch – Regional Owner, Jani-King of Orlando
- John Anderson – Regional Director, Jani-King of Orlando
- Joe Moran RBSM – Regional Operations Mgr., JK of Orlando
- Cliff Damico – COO, Jani-King of Orlando

Jani-King of Orlando
1801 Sandy Creek Lane
Suite 200
Orlando, FL 32826
(407) 275-2313
Fax (407) 275-2916

Overview of Jani-King's Cleaning Services Program

- In 2000 Jani-King formed its Government Division to meet the growing demand in cleaning all different types of facilities from Police Departments to large City Halls, small public works facilities, large fitness centers/gymnasiums and so on. ,

- With the new Division in place, Jani-King began to specialize in a **systematic cleaning system** to meet the changing dynamics. Our expertise in these areas focus on cleaning and disinfection, and give us the ability to respond to the unmet cleaning needs of larger facilities housing hundreds of employees.

- We have since incorporated the most effective and time-proven cleaning concepts with the latest methods for mission critical cleaning. The Jani-King **training program** has been implemented in all regions for technical and fundamental soundness, as well as clinical and scientific accuracy.

- Jani-King's Government Division is staffed with a number of internal professionals having **many years of experience** in this cleaning industry that includes **partnerships** with:

  - Hillsborough County
  - City of Apopka
  - Town of Lady Lake
  - City of Sanford
  - City of Satellite Beach

NOTE: Jani-King has incorporated the guidance we have received from these prestigious partner organizations in all we do.

- **Jani-King excels at cleaning** commercial office space, locker rooms, production areas and warehouses of all sizes. The perception that both visitors, staff and the community have of your facility is crucial to their confidence in your organization.

- In today's commercial cleaning world, **image is not a superficial thing**. Properly cleaned and maintained floors, immaculate public restrooms and common areas, pristine employee break areas, orderly supply closets, sparkling windows and, of course, employee areas, all convey Jani-King's commitment to providing a well-managed and safe environment for your patients, visitors, and staff.

Jani-King of Orlando
1801 Sandy Creek Lane
Suite 200
Orlando, FL 32826
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Key Personnel

John Anderson / Regional Director Jani-King of Orlando

Role in Project:

John will serve as *Contract Administrator* for this City of New Smyrna Beach contract. His role will be to prepare the bid packet, serve as the contact person for the Purchasing Department for any and all purchasing related issues, and to serve as the coordinating manager for all executive level issues. John has direct supervisory responsibilities over the Director of Operations, Director of Marketing, and the Office Manager. He reports directly to the Chief Operating Officer, Mr. Cliff D'Amico.

Experience:

John has worked with Jani-King since August of 1996. His expertise in work loading and bidding has helped Jani-King of Chicago and Orlando sign significant contracts with the Daytona International Speedway, Orlando Magic, Marriott Resorts International, The Florida Mall, United Launch Alliance, Pepsico, Frito Lay, Sherwin Williams, Pitney Bowe, SIMCOM Aviation, City of Apopka, City of Sanford, City of Satellite Beach, City of Daytona Beach, City of Casselberry, City of Winter Garden and the City of Kissimmee.

Education:

Bachelor of Arts in Business Administration and Marketing
Augustana College / Rock Island Illinois 1996

Certifications

Jani-King Health Care Environmental Services Certification Program
OSHA Safety Training
Green Cleaning

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Joe Moran / Regional Operations Manager Jani-King of Orlando

Role in Project:

Mr. Moran manages the Operations Department for Jani-King of Orlando. He is responsible for all aspects of Jani-King Franchisee training and accountability amongst the Franchise base. He also ensures brand standards and compliance with Jani-King Policies and Procedures to make sure all our customer's needs are being met. Joe works closely with the customers service department that handles and documents the day-to-day customer service activities. For every facility we clean, the customer service department maintains a comprehensive database of every interactive we have with that customer, from inspections to "how are we doing" calls.

Experience:

Joe has managed the roll out for some of Jani-King's largest customers including the Amelia Arena, The Florida Mall, large Hotel start-ups, United Launch Alliance, The Town of Lady Lake, The Moorings Yacht Club, PGA Village, Marriott Renaissance Hotel, Hillsborough County, WKMG and many others. Joe's diverse experience will be a huge attribute to the start-up of the City of New Smyrna Beach. His experience with The Town of Lady Lake and City of Apopka will lend itself to getting started at City Hall, Maintenance Operations, and the Sports Complex/Golf Course. Dealing with United Launch Alliance and the intricacies/badging requirements at the Cape Canaveral Air Force will give Jani-King a leg up in transitioning the service at the New Smyrna Beach Police Department and Airport Tower.

Education:

Bachelor of Arts in Business Administration and Marketing
Minor in Economics
University of South Florida / Rock Island Illinois 2013

Certifications

Registered Building Service Manager (RBSM)
OSHA Safety Training
Green Cleaning

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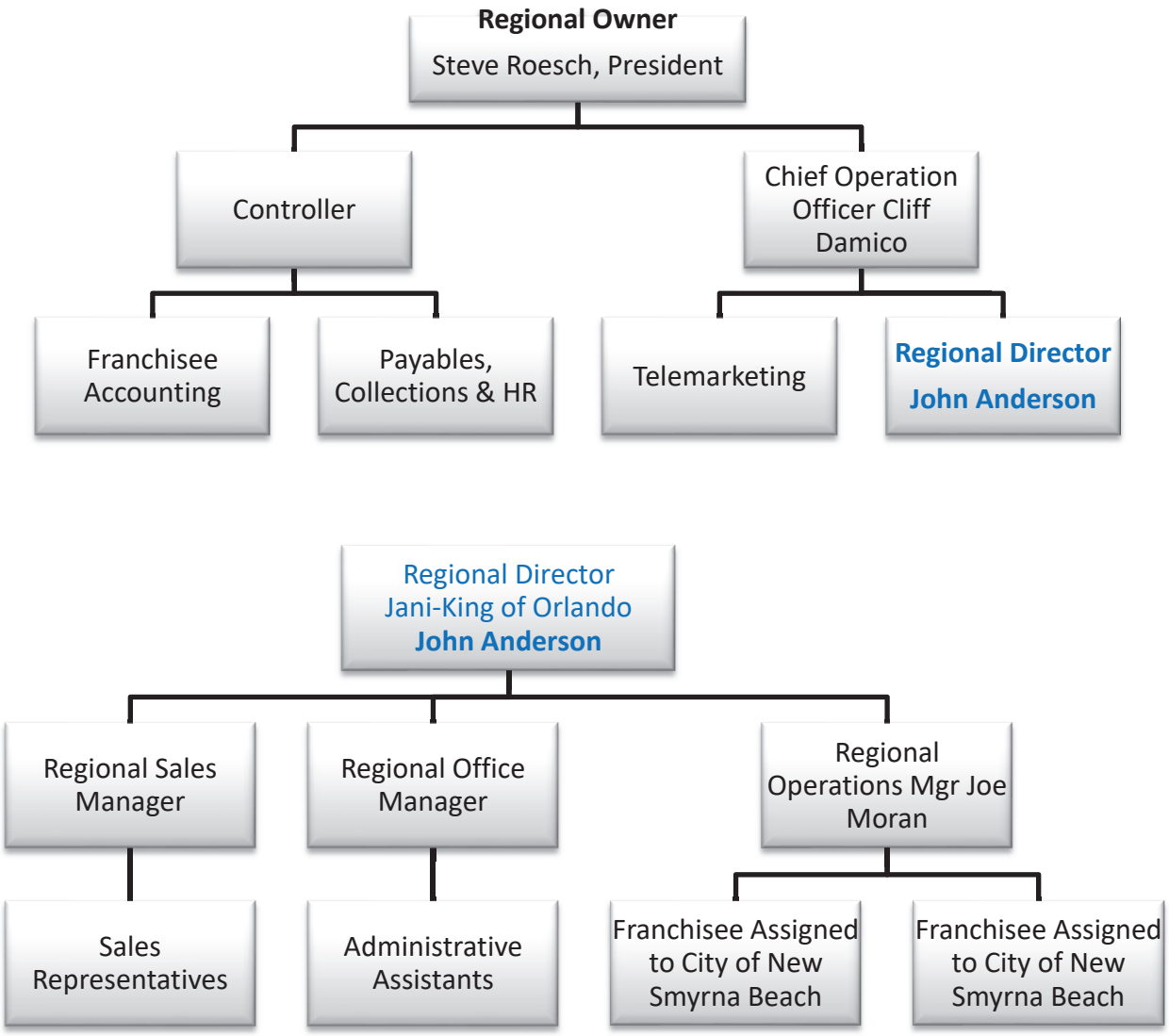
Organizational Chart



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Experience

The Jani-King Advantage

By choosing Jani-King as your organization's supplier of cleaning services, the following advantages will be realized:

- A partnership with the world's largest franchise cleaning company, whose track record since 1969 encompasses industry specific, relevant experience in healthcare facilities worldwide.
- A Cleaning Services Division comprised of experienced professionals that update, develop and implement quality assurance programs and standards to continuously stay at the forefront of the industry.
- An ongoing relationship with a company that brings to your organization the benefits of both large and small business through its national and international expertise and the dedication of a local franchise and regional office.
- An internal/external quality control system and a customer communication program that ensures success through customer satisfaction.
- Service by a company that is flexible in meeting the specific needs of your patients, staff and organization, but uncompromising in its high standards and consistence of service.
- Access to the resources and buying power of over 11,000 franchisees and over 120 Jani-King regional support centers worldwide. Each regional office is staffed with the most qualified technical and administrative support available, assuring your satisfaction.
- Minimization of health and safety risks relevant to cleaning your facilities through systematic and scientific controls of all risk factors, in particular the selection and application of chemicals, floor care, training and measurement of these results.
- An organization that, on every level, is driven by **People, Pride & Performance**. **People** who take **Pride** in their **Performance**!

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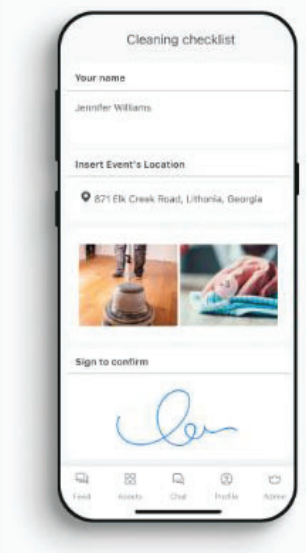
Managing the Day to Day through Technology:

- Jani-King will load calendars to keep track of all quarterly and semi-annual services by location. The daily, weekly and monthly tasks will also be managed through the proprietary app.

Technology: Jani-King Management App

Getting the best and most out of a cleaning team is essential to the success of any large-scale operation. Our Jani-King App is a labor management tool and a management solution. This tool helps us improve business productivity, allows us to hold our team accountable for cleaning excellence and enhances efficiency. This tool has boosted productivity, communication, and cleaning performance and increased customer satisfaction by 40%.

Increase your team's performance with mobile training.



- Easily train employees without gathering them in person
- Align staff with new client requirements and procedures.
- Speed up new hire time-to-productivity with mobile onboarding.
- View trainee progress and performance in real-time

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Quickly solve all your scheduling challenges

- Create job schedules for your team to access right from the app.
- Add shift information, such as location or checklists, so everyone knows what to do.
- Easily manage absences, shift swaps, and last-minute changes
- Quickly assign tasks and track progress in real-
- Create mobile checklists for your staff that are customized to client requirements.
- Allow your staff to snap pictures that are attached to the checklists.
- Export and generate reports for customers.
- Easily share reports with customers that include pictures, time stamps and location stamps
- **Have all your checklists stored and documented?**

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Safety and Quality Control Plan

SAFETY

Health & Safety Committee

Joe Moran, Director of Operations for Jani-King of Orlando is the acting manager for all safety training, OSHA regulations compliance as well as handles all incidents and claims for the insured. Joe's primary roles include identifying potential jobsite hazards, evaluate the potential these hazards, recommending corrective action and following up on the corrective action to make sure it is enforced. Jani-King Operations Advisor, will perform monthly site visits/inspections of all awarded properties and under Joe's direction will be responsible for identifying any potential jobsite hazards and acting as Jani-King's health and safety representative.

The objective of the Jani-King Safety Program is to increase attention to, and responsibility for, safety on the job. It also stresses the importance of attitude, common sense, and overall safety awareness.

Jani-King makes available equipment and processes that reduce risk and improve safety. Jani-King also provides training relating to the proper use of personal protective equipment with the purpose of preventing accidents and keeping employees safe and healthy. Jani-King provides numerous safety tools to ensure the safety of each Jani-King employee, franchise owner, and customer.

Critical Safety and Security Considerations Beyond Cleaning…

Background Check Policy - Opening your doors to outside contractors can be a leap of faith. For your peace of mind and the security of your building and belongings, we perform extensive background checks on every member of our regional support team and all Jani-King franchise owners. Depending on your individual security requirements, we can modify our program to meet all of your specific needs.

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Workplace Awareness Program - We don't just stop with background checks; our security measures go one step further. All Jani-King franchisees are trained on our proprietary ***Workplace Awareness Program*****.** Developed in cooperation with the Department of Homeland Security, this program trains our franchise owners to become an extra set of eyes and ears, protecting the overall security of your building.



At Jani-King, we strive every day to demonstrate that we take the care of your facility very seriously. After all, our slogan for the past 55 years has been…

"Trust Your Keys to the Company That Cares."

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Quality Control

The Jani-King Franchise Concept… PEOPLE . PRIDE . PERFORMANCE

We know that the quality of service you receive depends on the motivation of the custodian on the job site. That's why we operate through a network of authorized and trained Jani-King **franchise owners** – independent entrepreneurs whose success is directly tied to your satisfaction. These highly-trained and motivated local business owners and their cleaning staffs take pride in their work and in their profession. This pride and professionalism cannot be matched by temporary labor or inconsistent staffing.

Jani-King coaches the following quality philosophies with all Jani-King Franchise Owners.

The 12 Steps of World-Class Service Excellence

Your Strategy:

1. **Commitment** – You see customer service as a key to the success of your franchise.
2. **Credibility** – You work hard to make sure that customers believe that your franchise will provide high quality service.
3. **Classification** – Proper matching of staff to customer.
4. **Concentration** – Your franchise focuses its efforts on providing excellent service to each customer.

Your People:

5. **Capability** – You must make sure that each representative of your franchise is capable of providing a service level that ensures excellence in all you do.
6. **Continuity** – Maximizing retention of your staff will help ensure excellent service by your franchise.
7. **Courtesy** – Make sure that your staff are polite, considerate, tolerant and friendly when dealing with your customers and are always willing to go "the extra mile."
8. **Creativity** – Encourage your staff to strive for continual improvement and ideas.

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Your Customer Relationships:

9. **Consistency –** One of the principal reasons that your customers keep coming back is that they know what to expect from you.
10. **Communication –** Your customers understand what you say to them, you listen to them, and you actively promote opportunities for 2-way dialogue.
11. **Comfort –** Your customers feel comfortable about your services, and the Jani-King customer service system.
12. **Contact –** You offer customer service at times that suit your customers, not at times that suit you.

Corporate and Regional Office Support

Although our franchise owners are motivated, committed, and flexible and responsive to your needs, you may require additional support from time to time. A highly qualified, Certified staff of experts at our Corporate and Regional Office is available to support our franchise owners whenever necessary. Corporate and Regional personnel make certain that our franchise owners have the training, equipment, and support necessary to provide you with consistent, quality janitorial services.

Continuous Quality Improvement

Before a Jani-King franchise owner begins providing services to Jani-King customers, the franchise owner(s) must first complete the Jani-King initial training program and successfully pass a test demonstrating what the franchise owner has learned. This ensures consistency in the service provided and helps Jani-King direct franchisees to those types of accounts in which they are best suited. Franchise owners wishing to service government accounts must successfully complete additional specialized training to qualify to provide Cleaning Service in a government setting.

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Responding to Service-Related Concerns

Jani-King supports a 3-tier communication process for ensuring customer satisfaction and complaint resolution. Complaints are handled immediately and overseen by the Regional Director responsible for and located in the area serviced. Regional Directors and Operations Advisors continually monitor performance levels. Our services are rated through inspections, both scheduled and unannounced (coordinated with the client), and through solicited reviews from our customers. These results are shared with the franchise owners and customer, along with improvement recommendations, and used as a training tool for continual quality improvement. Staff level employees at Jani-King each have a direct involvement in our company's quality, training, incentive and safety programs.

Jani-King maintains quality and service by enforcement of the franchise agreement between the regional support office and the unit franchisee responsible for the customer's facility. The regional support office provides quality assessments by the Operations Advisor (with customer contact) on a monthly basis and sets a course of action to resolve any discrepancy. Recourse is dependent upon the severity of the situation and does include penalties that will help rectify any problem. All quality assessment and subsequent actions are always documented. Performance standards are tracked per franchisee. As such, customer satisfaction can be tracked on a per location basis.

The structure of Jani-King enables us to provide constant availability of account representatives and on-site representation at every customer location to resolve service, quality and billing issues. An Operations Advisor at any Jani-King region can be contacted 24-hours a day, seven days a week to handle emergencies. For routine and non-emergency issues, any Jani-King office can be contacted from 8:30 AM through 5:00 PM, Monday through Friday, local time.

Each local Regional Director has the authority to make whatever decisions he/she deems necessary to ensure that agreement specifications are met or exceeded. Internal recourses are provided at the regional level if services do not meet customer needs as specified in the agreement.

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The following is an example of an inspection report, completed manually, that can be tailored for The City of New Smyrna Beach facilities

Cleaning Evaluation

Franchisee				
Customer				
Address				
Contact			Date	

	A | Excellent	B | Very Good	C | Average	D | Below Avg	F | Poor
Lobby/Common					
Floors	○	○	○	○	○
Dusting	○	○	○	○	○
Glass	○	○	○	○	○
Overall	○	○	○	○	○
Comment					
Offices					
Floors	○	○	○	○	○
Dusting	○	○	○	○	○
Trash	○	○	○	○	○
Overall	○	○	○	○	○
Comment					
Restrooms					
Floors	○	○	○	○	○
Fixtures	○	○	○	○	○
Soap/Paper	○	○	○	○	○
Overall	○	○	○	○	○
Comment					
Overall	○	○	○	○	○

Comments

Customer Signature	Jani-King Signature

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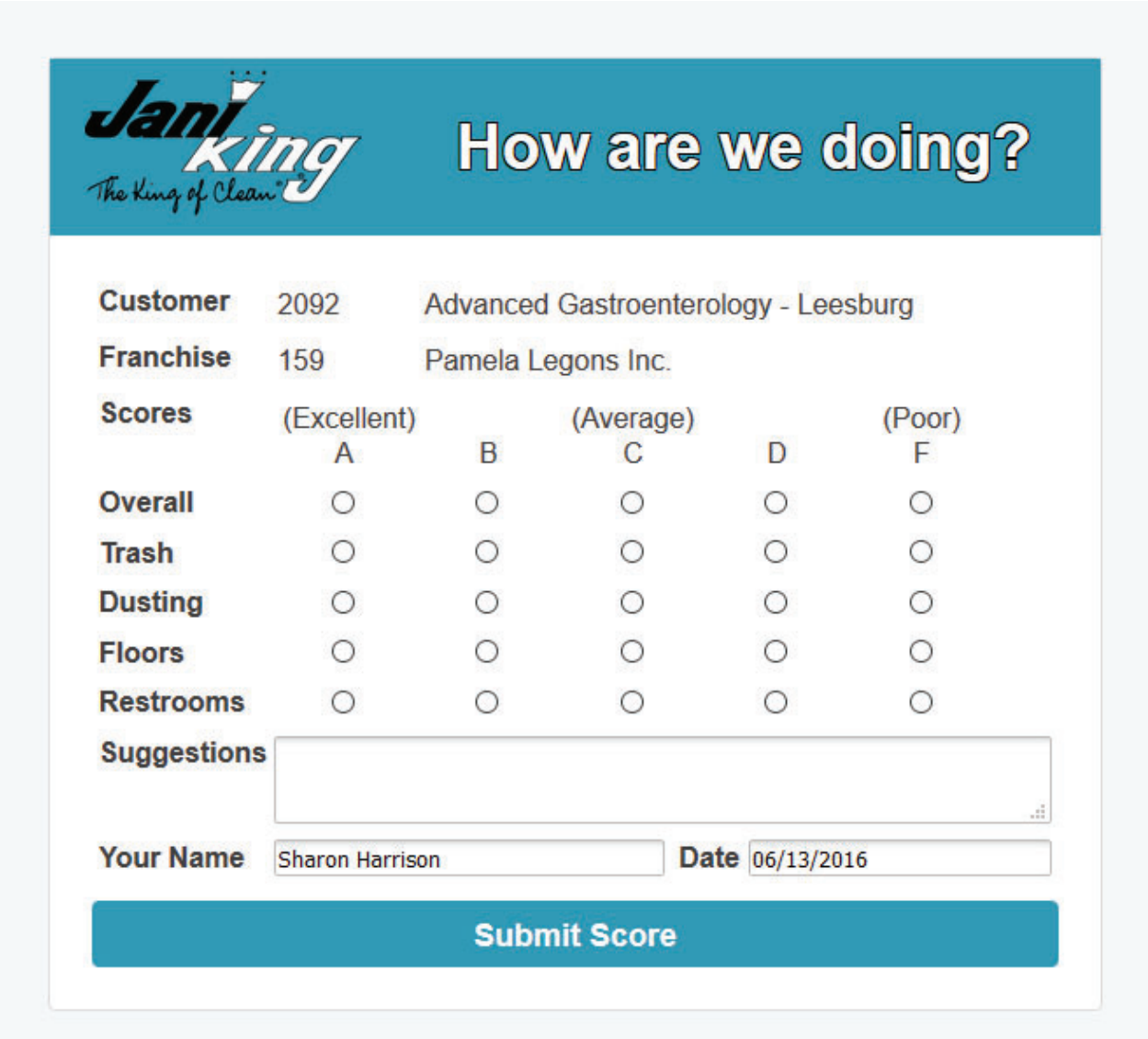

How are we doing?

Customer	2092	Advanced Gastroenterology - Leesburg
Franchise	159	Pamela Legons Inc.

Scores	(Excellent) A	B	(Average) C	D	(Poor) F
Overall	○	○	○	○	○
Trash	○	○	○	○	○
Dusting	○	○	○	○	○
Floors	○	○	○	○	○
Restrooms	○	○	○	○	○

Suggestions

Your Name Sharon Harrison **Date** 06/13/2016

Submit Score

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Staffing Plan

To accomplish the daily, weekly, monthly, quarterly and semi-annual services required and outlined in the RFP as well as any additional service requests Jani-King of Orlando has access to an extensive list of employees currently working through our existing Franchises in Volusia, Seminole and Orange Counties. The Franchise base used to provide the services outlined in this RFP have more than sufficient personnel and equipment to exceed expectations. Staffing levels are typically based on a 3 to 4 hour shift. For example, a 12 hour clean would be staffed with 4 employees. In the event of a call off the 3 employees can cover the 12 hour clean in 4 hours. In addition, the smaller facilities that are a 2 or 3 hour clean are typically clean by 2 employees. Again, in the event of a call off the other employee knows the facility and can cover the clean easily within the clean time. When there are 2 employees, Jani-King's team cleaning approach typically assigns one employee to the restrooms and break rooms (wet areas) and one employee to the trash and floors. Depending on the amount of time required for the wet areas either the restroom/breakroom or the trash/floor tech employee will be assigned as the light duty specialist. The light duty specialist performs the dusting, tends to the entry way and partition glass and will perform the monthly tasks on a rotational basis. When there are 3 or 4 employees Jani-King has a dedicated restroom employee, floor tech, trash/light duty specialist.

Back-up Staffing Plan

Again, Jani-King of Orlando's network of local Franchisees allow us the flexibility to replace any individual or fill any void for a sick employee at a moment's notice. These employees have been vetted, trained, uniformed and available. Just like the facilities in this RFP not all properties are serviced 7X per week so our existing customer base and the employees that clean them are consistently available.

Screening & Reference Checking

Hiring Practices

Jani-King has an extensive hiring and onboarding program. Candidates are prescreened by phone, interviewed in person, reference checks completed, and background checks conducted. Jani-King currently partners with Career Source,, Career Builder, and Facebook job Boards, and Indeed to source candidates for a variety of positions throughout the Treasure Coast.

Maintaining Employee Records

Jani-King Franchisees follow all EEOC regulations including personnel or employment records as well as recordkeeping requirements under the Fair Labor Standards Act.

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Transition Plan

Jani-King understands that it is essential that the transition both at the beginning and end of the awarded contract from the incumbent provider to the awarded "Successful Proposer" be accomplished without interruption to the services being provided to The City of New Smyrna Beach. We will professionally and sensitively coordinate the transition with the incumbent service provider and The City of New Smyrna Beach's Representative(s) to guarantee there is no interruption of services.

Jani-King would take an orderly approach to assuming the operational staffing services duties at The City of New Smyrna Beach facilities. The Jani-King regional office would work closely with the regional franchise owner to implement the transition plan. A positive and productive relationship with The City of New Smyrna Beach would begin immediately on award of the contract.

The regional team would assist in a site-specific training and orientation plan. The plan would contain the included detailed staffing plan. It would also contain detailed cleaning schedules for the daily, nightly, weekly, monthly, quarterly, and annual cleaning operations. Maps and other pertinent building information would be included.

The regional office would assist the franchise owners with identifying the cleaning staff for the project. The staff would have their backgrounds checked. Uniforms would be selected and ordered. Equipment would also be ordered. Training and orientation would be scheduled for the cleaning staff.

Jani-King will meet with The City of New Smyrna Beach to discuss timelines and expectations and will build strong, positive, productive working relationships between our two operations departments. We will review and work through the provided "pre-conference checklist" to make sure all expectations are met.

In summary, Jani-King would take an organized, structured approach to transitioning into the cleaning duties and rely on extensive experience from doing so. With 55 years in commercial cleaning services, no cleaning company can bring to the table more experience in what it takes for a smooth transition than Jani-King.

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The City of New Smyrna Beach specific training and orientation to include:

- Badging
- Check-in instructions
- Uniform Requirements
- Conduct Code
- Transportation and Parking
- Maps
- Janitors Closet Locations
- Equipment Storage Location
- Consumables Storage Location
- Keys (Doors, gates, water, dispenser)
- Safety Data Sheets
- Equipment Manuals
- Equipment Maintenance Program
- Cleaning Schedule / Scope of Work

(Graphic Form of transition plan on next pages)

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45 Days Prior

- Finalize management/franchisees/employees (Schedule 10% more people than needed)
- Order background checks and ID badges
- Determine work schedules and finalize staffing for each project
- Assign building/location responsibilities, including supervision
- Provide refresher training and/or competency verification

35 Days Prior

- Contact Suppliers - communicate need, timing, and order rental equipment as appropriate
- Meet with The City of New Smyrna Beach contact person and develop priority list of needs
- Establish a plan of tasks/timeline for priority needs
- Communicate that plan to The City of New Smyrna Beach contact

21 - 15 Days Prior

- Begin orientation for managers, franchisees and employees; work schedule; priority projects; access to buildings; security issues; supply needs; when to meet; where to meet
- Assemble all supplies and equipment - reconcile, order as needed
- Get uniform sizes for all employees. Order as needed.

7 Days Prior

- Meet with The City of New Smyrna Beach contact person
- Communicate start-up plans
- Coordinate times / access to building
- Change locks on houskeeping office and closets (if needed)
- Review policies for start-up day/night
- Hold brief meeting with supervisors/management to resolve any outstanding issues
- Contact managers and franchisees and confirm start-up

Start-Up

- Assign cleaners to managers/supervisors
- Systematically go to work
- Initiate and/or complete tasks from the cleaning schedule
- Have supervisors continually monitor their zones
- Managers tour the building - be sure all areas are clean
- Inspect the special projects for quality completion
- Managers/supervisors put the last touches on the building after the cleaners have left

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1 Day After

- Tour buildings with The City of New Smyrna Beach contact and review what was accomplished
- Continue to build a good relationship
- Adjust cleaning as needed

1 - 7 Days After

- Monitor all aspects on a daily basis
- Communicate issues to the appropriate persons
- Watch the cleaners/operational personnel closely to insure their ability to handle the area/building of responsibility
- Adjust the program as necessary

7 - 21 Days After

- Initiate Quality Control Program. Review cleaning performance
- Reward / Correct
- Communicate with The City of New Smyrna Beach contact
- Adjust cleaning as needed

6 Months After - Continuous Quality Improvement

- Plan
- Perform
- Check
- Act



Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2024 **EXPIRES 9/30/2025** 3400-0592070

3400 CLEANING FRANCHISES $75.00

TOTAL TAX $75.00
PREVIOUSLY PAID $75.00
TOTAL DUE $0.00

DAZSER ORL CORPORATION

JANI KING OF ORLANDO
DAZSER ORL CORPORATION
1801 SANDY CREEK LN STE 200
ORLANDO FL 32826-5540

1801 SANDY CREEK LN #200
U - ORLANDO, 32826

PAID: $75.00 0099-01164653 7/22/2024

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2024 **EXPIRES 9/30/2025** 3400-0592070

3400 CLEANING FRANCHISES $75.00

TOTAL TAX $75.00
PREVIOUSLY PAID $75.00
TOTAL DUE $0.00

DAZSER ORL CORPORATION

JANI KING OF ORLANDO
DAZSER ORL CORPORATION
1801 SANDY CREEK LN STE 200
ORLANDO FL 32826-5540

1801 SANDY CREEK LN #200
U - ORLANDO, 32826

PAID: $75.00 0099-01164653 7/22/2024

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

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Fee Proposal

Jani-King pricing is based on the scope of work provided in this RFP and reflects all labor, supervision, chemicals and equipment required.

Pricing for additional services hard floor deep cleaning/stripping and refinishing, carpet cleaning and ceramic tile/grout cleaning is provided at a $/SF rate. In addition, we have added the hourly rate for additional staffing requests.

RFP 02-25-MO: Janitorial Services - Revised Bid Form

Line Item	Location and Address	Square Footage	Days Per Week	Cost/Fee
1	Brannon Center : 105 South Riverside Dr, New Smyrna Beach, Fl. 32168	5117	7	$1945 / month
2	City Hall: 210 Sams Avenue, New Smyrna Beach, Fl. 32168	10261	5	$1635 / month
3	City Hall Annex: 214 Sams Avenue, New Smyrna Beach, Fl. 32168	11823	5	$ 1711 / month
4	City Gym: 1000 Live Oak Street, New Smyrna Beach, Fl. 32168. 2 bathrooms (1 women, 1 mens)	828	7	$1027 / month
5	Golf Course: 1000 Wayne Avenue, New Smyrna Beach, Fl. 32168	4276	7	$1109 / month
6	Police Department: 246 Industrial Park Avenue, New Smyrna Beach, Fl. 32168	28000	5	$3275 / month
7	Maintenance Operations: 124 Industrial Park Avenue, New Smyrna Beach, Fl. 32168	1900	3	$421 / month
8	Maintenance Operations, Streets Portable: 124 Industrial Park Avenue, New Smyrna Beach, Fl. 32168.	960	3	$199 / month
9	Sports Complex/Park Offices: 1800 Turnbull Bay Road, New Smyrna Beach, Fl. 32168. 2 bathrooms, 2 offices, 1 breakroom	745	3	$175 / month
10	Airport Tower: 2100 Aero Circle, New Smyrna Beach, Fl. 32168(Break Room, Top Floor, Bathroom, Stairs, blinds on quarterly basis)	660	5	$325 / month
11	Conner Library: 201 Sams Avenue, New Smyrna Beach, Fl. 32168	1300	3	$ 276 / month
12	Minerva Building: 429 N Myrtle Avenue, New Smyrna Beach, FL 32168	2400	3	$403 / month
13	Babe James Community Center: 201 N. Myrtle Avenue, New Smyrna Beach, Fl 32168. 4 bathrooms (2 women and 2 mens)	852	7	$1,261 / month

Annual Total: $165,144

Monthy Total: $13,762/month/

Line Item	Periodic Deep Cleaning of Floor Surfaces	Per Square Foot
1	Vinyl/Terrazo finishes (to be scheduled as needed)	$ .50 / SF
2	Carpet (to be scheduled as needed)	$ .22 / SF
3	Ceramic tile grout cleaning	$ .40 / SF

Contractor's Initials: JA

RFP 02-25-MO: Janitorial Services - Revised Bid Form

Line Item	Emergency Services	Hourly Rate
1	Additional Hourly Rate	$ 27.50

The above amounts are all in-clusive with no hidden fees. The amounts include salary cost, fringe benefits, overhead, operationing margin, profit, and all direct and indirect expenses.

Company Name: Jani-King of Orlando

Address: 1801 Sandy Creek Lane, Suite #200

City, State, Zip Code: Orlando, FL 32826

Authorized Signature:

Print Name and Title: John Anderson / Regional Director

Date: March 7, 2025

Jani-King of Orlando
1801 Sandy Creek Lane
Suite 200
Orlando, FL 32826
(407) 275-2313
Fax (407) 275-2916

Equipment

Jani-King will provide all electric and non-electric equipment outlined below for all sites.

- Commercial Backpack Vacuums – ProTeam
- Upright Vacuums
- 32 Gallon Trash Barrells with Casters
- Side press compo mop buckets (double buckets)
- Dust mop handles/framed and microfiber heads
- Wet mop handles and loop microfiber mop heads
    - Blue for common areas/break rooms
    - Red/Pink for restrooms
- Flat mop handles and Frames
- 18” micro-fiber flat mop heads
    - Blue for common areas
    - Red/Pink for restrooms
- Toilet Bowl Brushes
- Wet Floor Signs
- Labeled Spray Bottles
    - Acid Bowl Cleaner
    - Glass Cleaner
    - EPA Registered Disinfectant
    - Neutral Foor Cleaner
- Stainless Steel Cleaner
- Low Speed Floor Machine with pad driver
    - Red/Green/Black and White Pads
- High duster with extension pole(s)
- Pumice Sticks
- Latex Gloves
- Micro-Fiber Cleaning Cloths
    - Green/Red/Blue/Yellow

Jani-King of Orlando
1801 Sandy Creek Lane
Suite 200
Orlando, FL 32826
(407) 275-2313
Fax (407) 275-2916

References

City of Apopka (Multiple Locations)

a) 120 East Main Street
Apopka, FL 32703
b) William Sein-Perez - Director of Facilities
wsein-perez@apopka.net
(407) 252-2806
c)March 2011 – present
d) $150,000 +
e) Daily/Nightly janitorial services, carpet cleaning, resiliant and non-resiliant floor work for City Hall, Police Department, Fire Administration, Community Center, Fleet, Utilities, Clinic, Annex, Administration & Purchasing, Fran Carlton Recreation Center and Roy Gilliam Training Center
f) Currently under contract

Town of Lady Lake (Multiple Locations)

a) 136 Skyline Drive
Lady Lake, FL 32159
b) Ted Williams – Head Maintenance Supervisor
twilliams@ladylake.org
(352) 751-1526 (352) 362-2229
c) December 2023 – present
d) $150,000 +
e) Daily/Nightly janitorial services, carpet cleaning, resiliant and non-resiliant floor work for Town Hall, Police Station, Public Works, Utilities, Animal Control, Library, Sewer, Community Building, Multiple Park Restrooms
f) Currently under contract

400 Orlando Magic Corporate Offices (Kia Center)

a) 400 West Church Street
Orlando, FL 32801
B) Paula Scilipoti – Office Services Manager
pscilipoti@orlandomagic.com
(786) 427-3121
C) May 2013 – present
d) $500,000 +
e) Daily/Nightly janitorial services, carpet cleaning, resiliant and non-resiliant floor work state of the art NBA training facility, lockerrooms, corporate offices.
f) Currently under contract

ADDENDUM 1
RFP 02-25-MO: JANITORIAL SERVICES
FEBRUARY 19, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 02-25-MO, Janitorial Services, issued February 6, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachments: Pre-bid recording
Pre-bid sign in sheet
Reference Questionnaire, due prior to 5:00 pm on March 9, 2025
Revised Bid Form

Revised Timeline: The following dates have been extended

- Proposal Submission Deadline: Prior to 5:00 pm on March 10, 2025
- Opening of Submittals: 9:00 am on March 11, 2025
- Evaluation Meeting: 9:00 am on March 17, 2025

Revisions:

1. Section 3, Item III.D, Item B, Windows cleaning has been removed
2. Section 3, Item III.B, Item A, Clarification on outside receptables added
3. Section 3, Item III.B, Item B, Recycling removed
4. Bid Form Item 9, deleted, items below 9 have been renumbered/adjusted
5. Bid Form, revised square footage

Questions/Answers:

1. **Question:** Could you please provide the budget allocated for this contract?

   Answer: Last fiscal year, $98,168.90. This includes two months, at $375.00 per month, for location twelve (12), Minvera Building, on the bid form. This location was added late in the year.

2. **Question:** Need square footage of facility. Ballpark?

   Answer: Sports Complex is 745 SQ FT.

3. **Question:** I did not see the reference questionnaire in any of the documents. Can you please clarify where it is?

   Answer: Document is attached and uploaded into OpenGov as Attachment F.

4. **Question:** It looks like line item 9 on the bid form only has a zip code. Can you please provide the address for this location?

   Answer: This line item has been deleted.

5. **Question:** Please clarify: Is the biannual window cleaning for exterior and interior or exterior only?

   Answer: Exterior and interior window cleaning services has been removed from the scope of services.

6. **Question:** Is the award based on lowest bid response?

   Answer: This is a Request for Proposal (RFP). Price is an evaluation criteria but not the deciding factor. See Section VI of the solicitation documents.

7. **Question:** What is the current contract price being paid today? For each site? Date contract started?

   Answer: See response to Question 1. The initial contract was awarded in March 2020 for Citywide Services.

8. **Question:** Who is the current contractor?

   Answer: Building Maintenance Services.

9. **Question:** Is the current contractor scope of work the same as the current bid scope of work? If not, what has changed?

   Answer: Yes. Some locations may have been added, or deleted, as needed.

10. **Question:** How many hours per day per location does the cleaning crew work?

    Answer: The awarded contractor will need to determine how many hours their staff needs to work to accomplish the required services.

11. **Question:** For Strip & Wax jobs, How many coats of wax per strip? How many coats of wax per Scrub? Who provides the chemicals for a strip & wax??

Answer: Two coats and should be provided by the contractor

12. **Question:** How many square feet of your floors is to be strip & wax in each building? When we perform a strip & wax, would we be responsible for moving furniture?

Answer: Price per square foot for all buildings

13. **Question:** How many square feet is carpet?

Answer: Price per square foot for all buildings

14. **Question:** Are any building being removed from the price list one was mentioned on the walk through?

Answer: Line item 9 of the original bid form was deleted.

15. **Question:** Please confirm that the ONLY thing we clean at Babe James are the Rest Rooms?

Answer: Yes. Four (4) bathrooms in total, two (2) women and two (2) men.

16. **Question:** Who supplies the cleaning supplies?

Answer: See Section III.A, and III.E of the solicitation document.

17. **Question:** Who supplies the paper & plastic,(toilet tissue, hand towels, hand soap) trash can liners? If contractor, what are the approx. previous or current cost?

Answer: See Section III.E of the solicitation document. "The City shall supply all paper products such as toilet paper and hand towels, hand soap, trash bags as well as liners for office waste baskets for all locations."

18. **Question:** Is there a Bond required?

Answer: No.

19. **Question:** Will there be background requirements? If so, what is the level of background check required?

Answer: Level 2 / FDLE or National Crime Information Center (NCIC) check. See Section III.I of the solicitation document.

20. Question: Are there any billable optional services What were the annual billings for the optional services?

Answer: In 2020, $850 window cleaning

21. Question: Do we need to clean 2nd story or above exterior windows?

Answer: See response to question five (5).

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): John Anderson Proposer Signature:

Jani-King of Orlando

Firm Name (Please Print)

RFP 02-25-MO: Janitorial Services

Prebid Meeting: February 14, @9:00 am

124 Industrial Park Avenue, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Janet Vivian, Purchasing Agent, City of New Smyrna Beach, Florida	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2654 jvivan@cityofnsb.com
Tammy Dickerson, Administrative Specialist III, City of New Smyrna Beach, Florida.	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-424-2205 tdickerson@cityofnsb.com
Cheryl Lerman Jan King Commercial Cleaning	1801 Sandy Creek Ln Orlando	407-275-7813 clerman@jaz ser.com
Ana McCormick Mileclean USA	7061 Grand National Drive Orlando, FL 32819	(321)732-0370 operations@MilecleanUSA.com
Bryan Burgos SR. Area manager Building maintance Service	4479 Park Breeze court Orlando FL, 32808	407-470-4702 bburgos@bmginc.us
Nizar Hay Clean Space LLC	3764 NW 124th Avenue Coral Springs, FL33065	754-971-4641 bids@cleanspaceonline.com
Jeri Padgett Padgett Cleaning Inc.	1729 Scenic Dr. Titusville, FL. 32796	321-747-0174 Jeri@padgettcleaning.com
Evan Milligan Southern Cleaning Service	7900 Belfort Pkwy Ste 300 Jacksonville, Fl 32256	904-882-5351 emilligan@gcsinc.com
Ryan Strem American Janitorial Inc.	Po Box 2534, Umatilla, Fl. 87 N. Central Ave. Umatilla Fl. 32784	352-932-9456 Ryan.Strem@ajiclean.com
Cristopher Hagins City-Wide Facility Solutions	9799 US Hwy 301 Hampton, FL, 32044	701.335.9895 Chagins@gocitywide.com

Please Print

Jani-King of Orlando
1801 Sandy Creek Lane
Suite 200
Orlando, FL 32826
(407) 275-2313
Fax (407) 275-2916

Financial Stability

Jani-King has the necessary resources, human and financial , to provide the services at the level required by the City of New Smyrna Beach.

Jani-King does not have any current or previous law suits related to services performed or failed to perform in the last (5) five years.

Please see following financial statements:

Jani-King of Orlando
1801 Sandy Creek Lane
Suite 200
Orlando, FL 32826
(407) 275-2313
Fax (407) 275-2916

Completed Forms

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Janitorial Services**

Project ID: **RFP 02-25-MO**

Company Name: Jani-King of Orlando

Print Authorized Officer Name & Title: John Anderson / Regional Director

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: List of Subcontractors	N/A
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Signed Bid Form	✓

City of New Smyrna Beach

RFP 02-25-MO: Janitorial Services

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
John Anderson	Regional Director	407.275.2313

John Anderson
Print Name

Signature/Title)

DAZSER-ORL Corporation dba Jani-King of Orlando
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture __X__ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 20-1195537

VENDOR INFORMATION

BID #:	RFP 02-25-MO
BID TITLE:	Janitorial Services

Respondent Information	
Company Name: DAZSER-Orl Corporation dba Jani-King of Orlando	Federal Employer Identification Number or SS Number: 20-1195537 DUN Number: 607725830
Mailing Address 1801 Sandy Creek Lane, Suite #200	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code Orlando, FL 32826	Incorporated in the State of: Florida
Corporate Address: 1801 Sandy Creek Lane, suite #200	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code Orlando, FL 32826	Authorized to transact business in Florida Yes or No
Telephone No. 407.275.2313	State of Florida Department of State Certificate of Authority Document No: P04000087237
Email Address: Director.orl@DAZSER.com	
If remittance address is different from the mailing address so indicate below. 2469 Sunset Point Rd, Clearwater, FL 33765	
List Principals (Print):	
President: Steve Roesch	Vice President:
Secretary:	Treasurer:
Other:	Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

John Anderson
Printed Name

Title: Regional Director

Date: March 7, 2025

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

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR:** X **REVISED VENDOR:** _____

DATE: March 7, 2025

VENDOR NAME: DAZSER-ORL Corporation

VENDOR DBA: Jani-King of Orlando

PRODUCT/SERVICE PROVIDED: Janitorial Services

DEPARTMENT: Procurement

PREPARED BY: John Anderson

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
1801 Sandy Creek Lane	2469 Sunset Point Rd.	1801 Sandy Creek Lane
ADDRESS	ADDRESS	ADDRESS
Suite #200		Suite #200
Orlando, FL	2469 Sunset Point Rd.	Orlando, FL
CITY/STATE	CITY/STATE	CITY/STATE
32826	33765	32826
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: John Anderson

E-MAIL: Director.orl@DAZSER.com

OFFICE PHONE: 407.275.2313

FAX: 727.791.0521

MOBILE PHONE: 321.890.7644

FEDERAL TAX ID#: 20-1195537

DUNS Number: 607725830

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

DAZSER-ORL CORPORATION

2 Business name/disregarded entity name, if different from above.

JANI-KING OF ORLANDO

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2469 SUNSET POINT RD

Requester's name and address (optional)

6 City, state, and ZIP code

CLEARWATER, FL 33765

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	1	1	9	5	5	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 03/05/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Jani-King of Orlando
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Regional Director
OFFICER TITLE

March 7, 2025
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: March 7, 2025

Authorized Signature and Title

John Anderson / Regional Director

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____ NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation #RFP 02-25-MO described as:

Janitorial Services.

Jani-King of Orlando
Firm

March 7, 2025
Date

Authorized Signature and Title

John Anderson / Regional Director
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature Date: March 7, 2025

John Anderson / Regional Director
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by John Anderson / Regional Director
(Print Individual's Name and Title)
for Jani-King of Orlando
(Print Name of Entity Submitting Sworn Statement)
whose business is Janitorial Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1195537

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 7 day of March, 2025

Personally known _____

T. Kamtaprasad
(Notary)

OR produced identification ✓

Notary Public State of Florida

FL DL
(Type of Identification)

My commission expires: 12/09/2026

NOTARY PUBLIC
TILMAWATIE KAMTAPRASAD
Notary Public, State of Florida
Commission# HH 332506
My comm. expires Dec. 9, 2026

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Orange

John Anderson, being first duly sworn, deposes and says that:

He/she is Regional Director of Jani-King of Orlando, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Regional Director
Title

Subscribed and sworn to before me this 7 day of March, 2025.

Notary
Title

My Commission Expires: 12/09/2026

NOTARY PUBLIC
TILMAWATIE KAMTAPRASAD
Notary Public, State of Florida
Commission# HH 332506
My comm. expires Dec. 9, 2026

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Jani-King of Orlando

Consultant E-Verify Registration Number: 1865835

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: J P Anderson

Print Name: John Anderson

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 7 Day of March, 2025. She/He is personally known to me or has produced FL DL As identification.

Tkamtaprasad

Notary Public

My commission expires: 12/09/2026

TILMAWATIE KAMTAPRASAD
Notary Public, State of Florida
Commission# HH 332506
My comm. expires Dec. 9, 2026

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Jani-King of Orlando

Authorized Signature: _____ Date: 3.7.25

Printed Name: John Anderson

Title: Regional Director

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7 day of March, 2025, by John Anderson, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☑ have produced FL DL as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped Tilmawatie Kamtaprasad

My Commission Expires: 12/09/2026

TILMAWATIE KAMTAPRASAD
Notary Public, State of Florida
Commission# HH 332506
My comm. expires Dec. 9, 2026

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Orlando

Before me, the undersigned authority, personally appeared John Anderson

who was duly sworn, deposes, and states:

1. I am the Regional Director of Jani-King of Orlando with a local office in Orlando, FL (City & State) and principal office in Orlando, FL (City & State)
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 02-25-MO, Janitorial Services.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

John Anderson
Typed Name

Regional Director
Title

Signed

3. 7. 25
Dated

Sworn to and subscribed before me this 7 day of March 2025.

Personally known ____ OR produced identification ✓. Identification type: FLDL
FLDL

Notary Public: State of Florida County of Orange

Tkamtaprasad
Printed, typed, or stamped commissioned name of notary public Tilmawatie Kamtaprasad

My commission expires: 12/09/2026

NOTARY PUBLIC
TILMAWATIE KAMTAPRASAD
Notary Public, State of Florida
Commission# HH 332506
My comm. expires Dec. 9, 2026

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include:**

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION

(Please place a check mark (✓) next to applicable type)

☐ Corporation	☒ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)

State of Incorporation	Florida
Principal Place of Business (Enter Address)	1801 Sandy Creek Lane, Suite #200, Orlando, FL 32826
Federal I.D. Number	20-1195537

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Jani-King of Orlando

Mailing Address: 1801 Sandy Creek Lane, suite #200 Orlando, FL 32826

Telephone Number: 407.275.2313 Fax Number: 727.791.0521 E-mail Address: Director.orl@DAZSER.com

Authorized Signature | Printed Name | 20-1195537 FEIN

Regional Director — Title

March 7, 2025 — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Jani-King of Orlando

FEIN: 20-1195537

Authorized Representative Name and Title: John Anderson / Regional Director

Address: 1801 Sandy Creek Lane, suite #200

City: Orlando State: FL Zip: 32826

Phone Number: 407.275.2313 Email Address: Director.orl@DAZSER.com

Certified By: John Anderson / Regional Director,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature and Title

Date: March 7, 2025

John Anderson

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:		
Project Name: Ciyt of Apopka		
Type of Project/Service: Janitorial Services - Police, City Hall, Utilities, Annex, Administration, etc.		
Address: 120 East Main Strett, Apopka, FL 32703		
Contracting Agency/Client: City of Apopka		
Contact Name and Phone #: William Sein-Perez / 407.252.2806		
Contact Email Address and Fax #: wsein-perez@apopka.net		
Contract Amount: 150K + annual	Start Date: March 2011	End Date: Under Contract
Project #2:		
Project Name: Town of Lady Lake		
Type of Project/Service: Janitorial Services - Police,Town Hall, Public Works, Library, Sewer, etc.		
Address: 136 Skyline Drive, Lady Lake, FL 32159		
Contracting Agency/Client: Town of Lady Lake		
Contact Name and Phone #: Ted Williams / 352.362.2229 or 352.751.1526		
Contact Email Address and Fax #: twilliams@ladylake.org		
Contract Amount: 150K + annual	Start Date: December 2023	End Date: Under Contract
Project #3:		
Project Name: Orlando Magic		
Type of Project/Service: Janitorial Services offices, locker rooms, gym, retail, fitness center,		
Address: 400 West Chruch Street, Orlando, FL 32801 - (Kia Center)		
Contracting Agency/Client: Orlando Magic, LTD		
Contact Name and Phone #: Paula Scilipoti / 786.427.3121		
Contact Email Address and Fax #: pscilipoti@orlandomagic.com		
Contract Amount: 250K + annual	Start Date: May 2013	End Date: Under Contract

RFP 02-25-MO: Janitorial Services - Revised Bid Form

Line Item	Location and Address	Square Footage	Days Per Week	Cost/Fee
1	Brannon Center : 105 South Riverside Dr, New Smyrna Beach, Fl. 32168	5117	7	$1945 / month
2	City Hall: 210 Sams Avenue, New Smyrna Beach, Fl. 32168	10261	5	$1635 / month
3	City Hall Annex: 214 Sams Avenue, New Smyrna Beach, Fl. 32168	11823	5	$ 1711 / month
4	City Gym: 1000 Live Oak Street, New Smyrna Beach, Fl. 32168. 2 bathrooms (1 women, 1 mens)	828	7	$1027 / month
5	Golf Course: 1000 Wayne Avenue, New Smyrna Beach, Fl. 32168	4276	7	$1109 / month
6	Police Department: 246 Industrial Park Avenue, New Smyrna Beach, Fl. 32168	28000	5	$3275 / month
7	Maintenance Operations: 124 Industrial Park Avenue, New Smyrna Beach, Fl. 32168	1900	3	$421 / month
8	Maintenance Operations, Streets Portable: 124 Industrial Park Avenue, New Smyrna Beach, Fl. 32168.	960	3	$199 / month
9	Sports Complex/Park Offices: 1800 Turnbull Bay Road, New Smyrna Beach, Fl. 32168. 2 bathrooms, 2 offices, 1 breakroom	745	3	$175 / month
10	Airport Tower: 2100 Aero Circle, New Smyrna Beach, Fl. 32168(Break Room, Top Floor, Bathroom, Stairs, blinds on quarterly basis)	660	5	$325 / month
11	Conner Library: 201 Sams Avenue, New Smyrna Beach, Fl. 32168	1300	3	$ 276 / month
12	Minerva Building: 429 N Myrtle Avenue, New Smyrna Beach, FL 32168	2400	3	$403 / month
13	Babe James Community Center: 201 N. Myrtle Avenue, New Smyrna Beach, Fl 32168. 4 bathrooms (2 women and 2 mens)	852	7	$1,261 / month

Annual Total: $165,144

Monthy Total: $13,762/month/

Line Item	Periodic Deep Cleaning of Floor Surfaces	Per Square Foot
1	Vinyl/Terrazo finishes (to be scheduled as needed)	$ .50 / SF
2	Carpet (to be scheduled as needed)	$ .22 / SF
3	Ceramic tile grout cleaning	$ .40 / SF

Contractor's Initials: JA

816

RFP 02-25-MO: Janitorial Services - Revised Bid Form

Line Item	Emergency Services	Hourly Rate
1	Additional Hourly Rate	$ 27.50

The above amounts are all in-clusive with no hidden fees. The amounts include salary cost, fringe benefits, overhead, operationing margin, profit, and all direct and indirect expenses.

Company Name: Jani-King of Orlando

Address: 1801 Sandy Creek Lane, Suite #200

City, State, Zip Code: Orlando, FL 32826

Authorized Signature:

Print Name and Title: John Anderson / Regional Director

Date: March 7, 2025

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 11, 2025
Secretary of State
0245068211CC

DOCUMENT# P04000087237

Entity Name: DAZSER-ORL CORPORATION

Current Principal Place of Business:

2469 SUNSET POINT RD
CLEARWATER, FL 33765

Current Mailing Address:

2469 SUNSET POINT RD
CLEARWATER, FL 33765 US

FEI Number: 20-1195537

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

ROESCH, STEPHEN
2469 SUNSET POINT RD
CLEARWATER, FL 33765 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: STEPHEN ROESCH 02/11/2025
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	ROESCH, STEPHEN
Address	2469 SUNSET POINT RD
City-State-Zip:	CLEARWATER FL 33765

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEPHEN ROESCH PRESIDENT 02/11/2025
Electronic Signature of Signing Officer/Director Detail — Date

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
DAZSER-ORL CORPORATION

Filing Information

Document Number	P04000087237
FEI/EIN Number	20-1195537
Date Filed	06/03/2004
State	FL
Status	ACTIVE
Last Event	RESTATED ARTICLES
Event Date Filed	11/26/2024
Event Effective Date	NONE

Principal Address

2469 SUNSET POINT RD
CLEARWATER, FL 33765

Changed: 02/11/2025

Mailing Address

2469 SUNSET POINT RD
CLEARWATER, FL 33765

Changed: 02/11/2025

Registered Agent Name & Address

ROESCH, STEPHEN
2469 SUNSET POINT RD
CLEARWATER, FL 33765

Name Changed: 02/11/2025

Address Changed: 02/11/2025

Officer/Director Detail

Name & Address

Title President

ROESCH, STEPHEN
2469 SUNSET POINT RD
CLEARWATER, FL 33765

Annual Reports

Report Year	Filed Date
2023	02/28/2023
2024	02/16/2024
2025	02/11/2025

Document Images

02/11/2025 -- ANNUAL REPORT	View image in PDF format
11/26/2024 -- Restated Articles	View image in PDF format
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03/18/2020 -- ANNUAL REPORT	View image in PDF format
02/26/2019 -- ANNUAL REPORT	View image in PDF format
02/06/2018 -- ANNUAL REPORT	View image in PDF format
02/22/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
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02/24/2012 -- ANNUAL REPORT	View image in PDF format
04/01/2011 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
02/21/2008 -- ANNUAL REPORT	View image in PDF format
01/17/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
06/03/2004 -- Domestic Profit	View image in PDF format



Janiking has no exceptions to the general terms and conditions of the RFP, to insurance requirements or any other requirements listed in this document.

RESOLUTION OF BOARD OF DIRECTORS OF DAZSER-ORL CORPORATION

RESOLVED, that the Regional Director of this Corporation, John Anderson, be and is hereby authorized and empowered to submit a proposal for and enter into a contract for janitorial services with the City of New Smyrna Beach (RFP 02-25-MO), in the name and on behalf of this Corporation, upon such terms and conditions as may be agreed upon between the Regional Director and the City of New Smyrna Beach.

I do hereby certify that I am the duly elected and qualified Secretary, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, held on March 5, 2025, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereunto affixed this March 5, 2025.

DAZSER-ORL CORPORATION CORPORATE 2004 SEAL FLORIDA

Stephen E. Roesch, Secretary

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL FOR KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE CONTINUING PROFESSIONAL PLANNING CONSULTANT SERVICES FOR A US 1 COMMUNITY REDEVELOPMENT AGENCY (CRA) MASTER PLAN UPDATE.

April 22, 2025

Background:

What is the US 1 CRA Master Plan?

The CRA Master Plan is a statutory required plan that the City of New Smyrna Beach Commission adopted on June 9, 2015, to guide public investment along within the CRA District. Prior to the original plan's adoption, CRA staff obtained City Commission approval to engage Kimley-Horn and Associates, Inc. (Kimley-Horn) as a Professional Planning Consultant to assist with the necessary due diligence and public involvement of developing the plan.

The due diligence process included on-site field inspection and investigations, and review of adopted city plans and initiatives. The on-site investigations included the transportation and pedestrian network, stormwater infrastructure, parking and circulation, building conditions, landscaping, and aesthetics. The public involvement process included interviews with identified stakeholders such as residents, business owners, civic leaders, city officials, CRA Board (i.e., City Commission), and city staff.

The purpose of the CRA is to fight blight and act as a tool for the City to stimulate economic recovery and to improve local conditions by reinvestment in the community. The current plan presents the Vision for the CRA that was developed with consideration of the inventory and analysis of existing conditions within the City and the study area defined through the Finding of Necessity (“Blight Study”) process. The CRA encompasses approximately 2,170 properties totaling 2,002 acres, or approximately 3.13 square miles (excluding rights-of-way) or approximately 3.8 square miles (including rights-of-way).

The primary focus of the CRA is the commercial corridors extending throughout the City including US 1 (Dixie Freeway), West Canal Street, and SR 44. An additional focus is the industrial areas primarily centered in and around the New Smyrna Beach Municipal Airport, Turnbull Bay Road, as well as those distributed throughout the City. While the primary focus of the CRA centers on US 1 (Dixie Freeway) and non-residential properties along the corridors, there are areas supporting residential neighborhoods that are adjacent to these key economic areas such as the Historic Westside of the city that directly benefit from redevelopment programs.

Why is a CRA Master Plan Update Needed?

After CRA staff review of the current US 1 CRA Master Plan, data, strategy and other deficiencies were noted. Subsequently, CRA staff meetings were held with City and County Planning Division staff to discuss necessary updates to the original plan. The CRA Master Plan needs to be updated to reflect market changes and evolving community redevelopment and economic development strategies established by the CRA Board/City Commission. Additionally, an updated plan allows the CRA to further remove slum and blight throughout the district and enhance overall taxable value.

CRA Master Plan Success Highlights

The CRA's taxable value has grown from **$190 million** (base tax year) to approximately **$346 million** which represents an 82% increase in overall value due to continued new construction and redevelopment activities.

Other notable successes of the US 1 CRA include the approval by Volusia County Government (in September 2020) to implement private property commercial facade/property improvement grants. To date, the grants have been instrumental in stimulating new commercial construction and redevelopment along the US 1 corridor that include but are not limited to: Perrine's (720 S. Dixie Fwy.), The Bowman Center (501 S. Dixie Freeway), Park Center II (1311 N. Dixie Fwy.), Davis Bros. Warehouse (708 N. Dixie Fwy.), Ace Hardware (540 N. Dixie), Ronin Sushi Bar (115 Live Oak St.) etc. With the aforementioned projects either completed or underway, additional taxable value will be added to the CRA district.

Additionally, CRA funds were leveraged with other funding programs such as the Florida Housing Finance Corporation's Low-Income Housing Tax Credit Program and Florida Department of Transportation Landscape Grant Program to complete various public infrastructure projects. Some of those projects include the Greenlawn Senior Housing Facility and US 1 Median Landscape Project. CRA funds were also leveraged with the Community Development Block Grant (CDBG) Program to enhance the Historic Westside neighborhood Palm St. sidewalk and new recreational amenities such as the Pettis Park basketball court and Babe James Artificial Turf and Environmental Shade Structure.

Additionally, the City's Comprehensive Economic Development Strategic Plan (CEDS) was updated in December of 2019, adopted in January of 2020, and needs to be updated every 5 years.

Findings:

Since Kimley-Horn was responsible for assisting CRA staff with the original CRA Master Plan, staff contacted the firm to discuss a proposed update scope of work. As a result, the firm provided a cost proposal to CRA staff as an existing Continuing Professional Planning

Services Consultant of the city. Primarily, an updated CRA Master Plan will include redevelopment strategies that better align with the city's economic development goals.

Two (2) of those goals include:

1. Diversify the tax base through increased commercial/light industrial redevelopment activity, and increased commercial/light industrial new construction activity
2. Enhance public infrastructure

An updated plan will also include strategies for workforce housing development that addresses the city's “Live, Work, Play” City Strategic Plan initiative. The redevelopment plan update will target a 5-year fiscal year period FY 25/26 to FY 29/30.

The consultant's scope work includes optional tasks which may be authorized together or separately to perform a high-level market analysis and to assist in coordination with Volusia County on potential changes to the CRA boundary and end date.

The update to the plan will include a public involvement process and be consistent with Florida Statute 163.361 regarding Modification to Community Redevelopment Plans, and Florida Redevelopment Association best practice guidance.

If the CRA receives approval from the CRA Board/City Commission to proceed with Kimley-Horn's CRA Master Plan Update proposal, it is estimated that the update process will take about 8 months to complete.

Fiscal Analysis:

The cost for Kimley-Horn to provide Continuing Professional Planning Consultant services for a CRA Master Plan and CEDS Plan update will be $163,000. Funding will be charged to Economic Development Fund Account 00151203-531099 and 00151203-547005 for the added work of updating the CEDS Plan as well as the CRA Plan.

Strategic Plan Item:

No

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

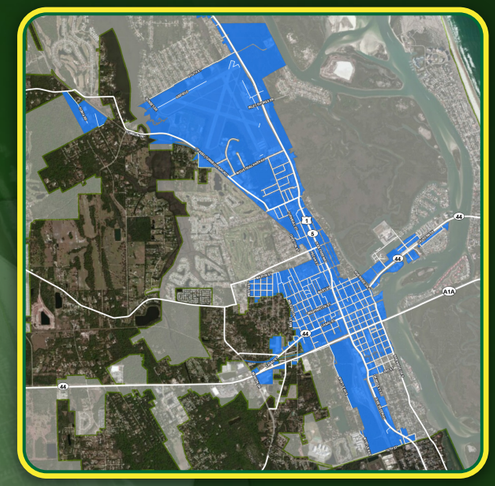
Attachments:

US 1 CRA Master Plan Original Summary_v2__05132014.pdf
Kimley-Horn Assoc. Proposal Update CRA Plan and CEDS Plan 2025.pdf
CEDS Final 2019 Plan without attachments.pdf
US1 CRA Map from Kimley Horn.pdf

COMMUNITY REDEVELOPMENT AREA

U.S. 1 COMMUNITY REDEVELOPMENT AREA

Master Plan







Prepared for

NEW SMYRNA BEACH

Prepared by

Kimley»Horn

513350188.13

US 1 CRA Summary

Pursuant to the Volusia County Review of CRA's the following summary information is provided for review.

1. Location and Size: The US 1 CRA encompasses approximately 2,170 properties totaling 2,002 acres, or approximately 3.13 square miles (excluding rights-of-way) or approximately 3.8 square miles (including rights-of-way).
    a. Primary focus: commercial corridors extending throughout the City including US 1 (Dixie Freeway), Canal Street, and SR 44; includes the Historic Westside and the NSB Municipal Airport
    b. All properties are located within the City of New Smyrna Beach
2. Percentage of City: 8 percent ±
3. Current Land Use: Commercial, Industrial, Office, residential, civic/parks (public/semi-public), vacant
4. Future land use: Commercial, Industrial, Office, residential, civic/parks (public/semi-public), vacant
5. Taxing authorities: City of New Smyrna Beach, Volusia County
6. Duration: 40 years
7. Projected Contributions (based on 40-year projections): City = $27.8 mil; County $23.2 mil
    a. Projected rate of growth (average): 3 percent
8. Capital Projects:
    a. Pedestrian safety improvements, including sidewalks, bike lanes
    b. Opportunity sites – economic incubators
    c. Streetscape
    d. Roadway improvements/ intersection
    e. Utility improvements
    f. Historic Preservation
    g. Wayfinding signage
    h. Neighborhood/ Parks and recreation facility improvements
    i. Transit/ multi-modal facility
9. Acknowledgement of Volusia County millage rate caps: yes (TIF projections pages 16-17)
10. Identification of Taxing Authorities: yes (TIF projections pages 16-17)
11. Provides a specific sunset date: yes; 40 years (specific date to be provided with adopting resolution)
12. Limit allowable administrative and non-capital costs: no; specific projects and programs provided on pages 34-38
13. Project assumes city and county contribution (participation) on all projects and programs
14. Provides for annual review: yes; pages 19 and 55
15. Determine available incentives: generally; opportunity sites and CIP (pages 32-38)
16. Primary Land Uses[1] (all properties, vacant and improved, excludes right-of-way): 1,948.5
    a. Commercial: 216.0 (11%)
    b. Conservation: 268.9 (14%)
    c. Industrial: 450.8 (23%)
    d. Other Public Facilities: 25.1 (1%)
    e. Public Buildings and Grounds: 167.9 (9%)
    f. Recreational: 134.4 (7%)
    g. Residential: 337.6 (18%)
    h. Vacant: 347.5 (18%)



[1] Land use totals generated using Volusia County Property Appraiser information, 2012.

Executive Summary

The purpose of the US 1 CRA is to act as a tool for the City to stimulate economic recovery and to improve local conditions by reinvestment in the community. Kimley-Horn and Associates, Inc., with support from its team members, Urbanomics, Inc., Traffic Engineering Data Solutions, Inc. (TEDS), and AECOM, have prepared the 2014 US 1 CRA Master Plan. The 2014 Plan presents the Vision for the CRA that was developed with consideration of the inventory and analysis of existing conditions within the City and the study area defined through the Finding of Necessity ("Blight Study") process. Portions of this Master Plan included components previously identified and/or provided as part of the US 1 CRA Finding of Necessity Report to provide consistency and continuity in the CRA and Master Planning approach.

This Plan was also developed through an extensive and proactive public involvement process, on-site field inspection and investigations, and review of adopted City Plans and initiatives. The on-site investigations included the transportation and pedestrian network, stormwater infrastructure, parking and circulation, building conditions, landscaping, and aesthetics. The Plan is also based on interviews with identified stakeholders (residents, business owners, civic leaders, City officials, CRA Board, and staff), and community input and comments received throughout the public involvement process. The Plan is intended to be a guide for CRA and local government decisions and implemented over the course of the CRA's lifetime. This Plan includes economic analysis, analysis of current and projected funding through Tax Increment Financing (TIF), alternative funding opportunities, identification of targeted opportunity sites (i.e., those that assist the CRA to implement the overall Vision), redevelopment initiatives and programs including a Capital Improvements Plan (CIP), and strategies for improvements within the CRA. The Opportunity Sites identified on the map and this Plan are not intended to be static and may change throughout the life of the US 1 CRA and should be viewed as dynamic. The intent of these Opportunity Sites and the respective program is to provide and recognize, "Strategic incentives, partnerships and facilitation will be key to realizing their highest and best use." The recommended CIP projects are identified in the Capital Planning Section of the Plan and includes project summaries as well as the anticipated (targeted) time frame within which the project is to be undertaken (short-, medium-, or long-term). These projects and programs include a wide range of targeted public improvements that not only benefit the CRA but also the City of New Smyrna Beach and Volusia County as a whole. Projects include pedestrian safety enhancements/improvements, preservation of historic structures critical to the fabric of the community and respective neighborhoods, parking facilities, utility improvements and property rehabilitation/remediation. Based on current TIF projections, the analysis estimates the CRA could expect to receive approximately $270,000 (average) per year over the next 10 years; totaling approximately $278-29million (depending on levels of new development) by FY 2044 (30 years) and approximately $51-53 million by FY 2054 (40 year totals). Only the City of New Smyrna Beach and Volusia County taxing authorities are requested to participate; Volusia ECHO and the Southeast Volusia Hospital District are not included. However, it is understood, the duration of the US 1 CRA will be for 40 years with opportunities for review and update as prescribed in the Duration & Update Section of the Plan. In addition, state and federal grant programs exist that could provide additional financial resources for community and economic development initiatives within the CRA.

The US 1 CRA encompasses approximately 2,170 properties totaling 2,002 acres, or approximately 3.13 square miles (excluding rights-of-way) or approximately 3.8 square miles (including rights-of-way). The City of New Smyrna Beach is approximately 38 square miles and the US 1 CRA is approximately 8 percent of the total City area. The majority of indicators presented within the Finding of Necessity reveal a predominance or incidence of slum and blight within these areas as compared to the City as a whole. The primary focus of the US 1 CRA is the commercial corridors extending throughout the City including US 1 (Dixie Freeway), Canal Street, and SR 44. An additional focus is the industrial areas primarily centered in and around the New Smyrna Beach Municipal Airport, Turnbull Bay Road, as well as those distributed throughout the City. While the primary focus of the US 1 CRA centers on US 1 (Dixie Freeway) and non-residential properties along the corridors, there are areas supporting residential neighborhoods that are adjacent to these key economic areas of the City that would directly benefit from redevelopment programs. Due to existing limitations on business expansion (lot and development patterns, diversity of ownership, etc.), several businesses including Mullinax Ford are relocating or have relocated from US 1 to the SR 44 corridor. These business relocations are creating additional vacancies of large, highly visible properties along the US 1 Corridor.

Although the initial Finding of Necessity analyzed the areas within the US 1 CRA through a sub-district analysis, this Plan reflects the combination of programs and projects that are intended to support and enhance the community, CRA, and Volusia County. The CRA is unique based on its strengths, challenges and opportunities, and targeted improvements specifically identified for implementation and in support of the CRA's purpose. Additional recommendations with regard to the regulatory environment, as well as future (potential) capital projects and programs, are also provided in this Plan. It is important that the leadership of the community have identified a community-wide Vision in support of economic and redevelopment activities throughout the City, including the US 1 Corridor. It is imperative the community supports the Plan and reviews it on a regular basis. The Plan is dependent on advocacy and support by the CRA and the City. In addition, the City and CRA should look at ways to include and encourage involvement by all segments of the community, capitalizing on the socio-economic diversity within the community. In addition to those items included in the CIP, strategies have been provided which include support for special events and programs that encourage additional visitors to the CRA. The Plan identifies assets and challenges within the CRA and support the community in its mission to provide quality environments and places for businesses, residents, and visitors alike. Many of the challenges identified will not be solved overnight or even in the short-term but will instead lead to the action plan for implementation purposes which is derived by the prioritization of the needs/goals. The Plan addresses several critical elements that are necessary to consider when addressing the CRA. While these elements are defined by their meaning, what they consist of, and how they can be applied, they are not to be considered static and additional critical elements may be identified based upon experience and/or changing future conditions.

This Master Plan is intended to help guide public investment along the US 1 Corridor and it's supporting residential and industrial areas. The Plan also aims to create a destination for businesses, residents, and visitors to enjoy for many years to come. This investment has been designed to build upon the existing amenities within the City and its multiple successes within the Canal Street and North Causeway areas, and to create a strong sense of place. While the Master Plan components and recommendations will need to be phased over time and re-evaluated on a regular basis, the Plan and its components are intended to provide a "road map" to achieving economic development and neighborhood stabilization. It is understood the US 1 CRA will sunset at the end of 40 years from the date of adoption. The Plan provides for at least an annual review with an option to update and amend the Plan every five (5) years contingent on county review and approval. Furthermore, this Plan assumes county participation in all capital projects identified in the Work Program; it is understood that no county contribution would be applied toward non-capital expenditures.

TIF Revenue Projections:

Projections are considered conservative in that the total taxable value of existing properties in the new CRA would not return to estimated 2006 peak levels for another 17 years. TIF revenue projections total approximately $27.8 million over 30 years, including $15.3 million from the City and $13.8 million from the County. TIF revenue projections total approximately $51 million over the 40 year period (total), including $27.8 million from the City and $23.1 million from the County, as summarized in the table below.

Table 4 - Summary of Projected Tax Increment Revenues, 2015-2054

Time Frame	City ($000)	County ($000)	Total ($000)
Yrs 1-10 (2015-2024)	1,396	1,326	2,723
Yrs 11-20 (2025-2034)	4,494	4,269	8,746
Yrs 21-30 (2035-2044)	8,692	7,632	16,324
Yrs 31-40 (2045-2054)	13,264	9,948	23,213
Totals (2015-2054)	**27,848**	**23,177**	**51,025**

Additional assumptions on which these TIF revenue projections are based include:

- City of New Smyrna Beach millage rate of 3.5764 proposed for FY2014.
- Maximum millage rate of 3.5764 for participation by Volusia County, as required by the County per Resolution No. 2010-20.
- Limits on County participation of 95 percent of the annual tax increment share up to $1 million, 75 percent up to $2 million, and 50 percent over $2 million, as required by the County per Resolution No. 2010-20.
- Not included in revenues: ECHO and SE Volusia Hospital District.

NEIGHBORHOOD IMPACT ELEMENT

If a Community Redevelopment Area contains low or moderate income housing, a neighborhood impact element should be prepared that describes the impact of the redevelopment upon the residents of the redevelopment area. The CRA requires discussion about the influence revitalization of the surrounding area may have on residents in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, and the effect on school population.

The US 1 CRA is expected to generate positive impacts to existing neighborhoods. The greatest impact upon current residents within the CRA will be the creation of neighborhood service areas and jobs creation opportunities within, and adjacent to, the neighborhoods. The intent of the business corridor areas is to be redeveloped as a traditional, pedestrian oriented urban "downtown" with mixed land uses of commercial facilities providing basic services to area residents and visitors. A holistic community revitalization model, such as "Purpose Built Communities," will be considered for the residential areas within the US 1 CRA.

Property designated for development or acquisition will comply with City and County requirements and/or applicable State statutes. Existing neighborhoods will predominately contain the same configuration; however, aesthetic improvements and connectivity will be implemented. Secondary impacts on the residents relating to traffic circulation, environmental quality, availability of community services and facilities, effect on school population, and other matters affecting the physical and social quality of the neighborhood are minimal. Overall, impacts of redevelopment are expected to be beneficial, long lasting, and add to the quality of life to residents and visitors of the City of New Smyrna Beach. Although this Plan does not anticipate immediate action, in the future, the CRA may choose to pursue a program of property acquisition and/or consolidation in order to realize the CRA's redevelopment objectives.

The Master Plan shall assure that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the US 1 CRA. While relocation is not anticipated, if relocation is required as a result of redevelopment activities, the City of New Smyrna Beach and the CRA will adhere to Section 421.55 of Florida Statutes (2012), and provide assistance to minimize hardships to those being displaced. Thereby, families seeking relocation will be granted reasonable opportunity to acquire decent, safe, and sanitary replacement housing within the US 1 CRA.

DURATION & UPDATES

Consistent with the provisions of the Community Redevelopment Act, Section 163.362(10), Florida Statutes, all redevelopment activities financed by increment revenues from the New Smyrna Beach Community Redevelopment Trust Fund shall occur within forty (40) years after the fiscal year in which the US 1 CRA is approved or adopted. The duration of this Plan shall be for the maximum period allowed by the Community Redevelopment Act. It is understood the Plan provides for at least an annual review with an option to update and amend the Plan every five (5) years contingent on county review and approval.

Strategies for community redevelopment

1. Construct/Improve public facilities and infrastructure.
    - Identify through the US 1 CRA Master Plan CIP public improvement projects for infrastructure including but not limited to
        - pedestrian safety improvements (e.g., sidewalks, pedestrian crossings, traffic calming measures),
        - stormwater,
        - streets and roadway facilities (i.e., improving unpaved/sub-standard roads and rights-of-way),
        - sanitary sewer installation (removal of septic tanks).
    - Improvements to the Airport Industrial Park area including street and utility extensions.
    - Construction of parking facilities to facilitate (allow) for increased use of existing properties for buildings and other revenue generating options (versus provisions for site-specific, off-street parking).
    - Preserve, rehabilitate and augment existing community and civic structures and facilities, including historical preservation, adaptive reuse of existing structures; identify and preserve culturally significant structures within the CRA which can serve a broader segment of the community.
    - Provide transit opportunities and improvements including the potential for a CRA/downtown trolley or circulator.
    - Provide incentives for brownfield remediation and site improvements necessary to redevelop properties that are either undeveloped or underdeveloped due to existing site conditions and constraints (i.e., brownfield).
    - Expand the CRA/City wayfinding signage program.
    - Based on the limited amount of vacant properties available for development within the CRA, redevelopment of existing properties and better utilization of existing facilities will be necessary to achieve the City and CRA's long term buildout of residential and non-residential parcels.

2. Adopt Smart growth strategies for land use and development.
    - Direct development towards existing infrastructure, adapt and reuse buildings, and engage in urban infill to meet development needs.
    - Support infill development by creating flexibility in zoning, parking, and building codes. Zoning that encourages well planned compact mixed-use development can encourage reuse.
    - Review and revise, as appropriate, the City's Land Development Regulations to support redevelopment efforts including the use of form based codes as compared to traditional zoning codes.
        - Establish minimum levels of development to complement the City's maximum levels to encourage increased areas of development and minimize low density and/or single use facilities.
        - In lieu of minimum development standards, provide development incentives to encourage additional density, intensity (non-residential), mix of uses (vertical and/or horizontal), provision of public spaces, activated streets and pedestrian zones, or similar standards.
        - Create "neighborhood" development districts with standards similar to those of the Mixed Use District.
        - Provide alternative design and development standards including road/right-of-way cross-sections supportive of urban development and redevelopment practices.
    - Promote policies that prioritize and direct infrastructure spending and improvements to existing neighborhoods. Identify and fund projects that promote both City and County benefits.
    - Work to keep valuable jobs downtown within easy access of residential areas; provide (retain) employment incubator spaces to support small business and personal services.
    - Maintain and work to promote basic services in the Business Corridor district (post office, grocery store, bank, pharmacy, etc.).

3. Provide value added financial strategies by incorporating institutional practices that facilitate or expedite various aspects of development projects.
    - Make information about available development sites readily accessible to the public.
    - Assist in helping with land assembly and title clearance in preparation for land development of available sites.
    - Allow for the aggregation of specially targeted or multiple owner lots designated as underutilized or undersized to provide incentives for private investor redevelopment.
    - Create/expand a business development program to aid, expand, or retain existing businesses and promote new business opportunities. Consider a small business administration loan program to aid small business startups in the community.
    - Provide development related assistance through an "Opportunity Site Grant Program".
    - Create a US 1 merchants association.

4. Provide and improve recreation facilities and public spaces through partnerships and interlocal agreements with the private sector and other governmental entities to ensure they are well maintained, accessible, safe, and inviting.
    - Make special enhancement funds available to re-design and repurpose existing parks and public areas utilizing Crime Prevention through Environmental Design (CPTED).
    - Identify and expand the development of neighborhood parks and community gathering spaces. This can include public improvements for parks, playgrounds, structures/facilities, parking areas, boat ramps and related infrastructure.
    - Explore the potential re-use of existing County offices in downtown for other public-private use.
    - Promote the senior center as an asset in the community through event planning and promotion.

5. Expand the City's Neighborhood Planning Program, including the development of neighborhood and/or community master plans.
   - o Provide housing/neighborhood improvement programs aimed at assisting to stabilize existing neighborhoods.
   - o Encourage innovative design which integrates environmentally sound best practices (e.g., green building design, low-impact development, dual water systems, and xeriscape).
   - o Consider updates and amendments to the Comprehensive Plan and Zoning Code to expand the mixed use zoning area within the proposed US 1 Community Redevelopment Area.
   - o Continue to evaluate building heights and other design features for modification, together with other implementation tools, as the CRA matures.
   - o Assist in the preparation of neighborhood overlay plans and sector plans to promote flexibility in design addressing building height, shared access, and parking facilities.
   - o Create an overlay district and a land use compatible area adjacent to the airport and FEC.
   - o Investigate joint marketing and zoning changes to the hotel/motel uses along US 1.

6. Establish compatible industries adjacent to commercial and residential districts.
   - o Limit Industrial uses to areas specifically classified as Industrial on the City of New Smyrna Beach's Future Land Use Map targeting the areas adjacent to the New Smyrna Beach Municipal Airport and the Tionia Industrial Park; industrial uses within the Business Corridor district should be prohibited.
   - o Develop standards of design and type of use which will minimize detrimental effects to the public health, safety, and welfare, and be in harmony with the objectives of this Master Plan.
   - o Promote and provide incentives for green industries within US 1 CRA.
   - o Improve commercial and industrial land use compatibility with nearby residential and phase out incompatible uses.
   - o Provide infrastructure improvements and business support services (infrastructure, wi-fi, etc.) which will assist in attracting and retaining businesses within the targeted industrial and business zones.

7. Incorporate housing revitalization through housing maintenance programs and rehabilitation services.
   - o Provide the development of housing diversity and affordable housing to residents of low to moderate income, including the elderly.
   - o Re-establish older neighborhoods through redevelopment and revitalization of the City's housing stock through improvements in safety, infrastructure, and housing partnerships.
   - o Promote programs and incentive for homeowners to rehabilitate their homes. Such incentives may include low interest loans or information on other funding sources for the repair of single and multi-family homes depending on the applicant's income and monthly budget.
   - o Coordinate with intergovernmental agencies such as Volusia County Housing Authority and Habitat for Humanity to assist low income households with down payment and closing costs assistance.
   - o Institute incentives for private developers to finance the construction of affordable housing including density bonuses, tax abatement, and the reduction or waiving of building permit fees.
   - o Preserve and expand residential and non-residential incentives currently in use within the existing CRA. Look for a diversification of programs and projects throughout the entire new CRA.
   - o Explore a sustainable housing/new housing program to create opportunities within the community including rental assistance and holding rental rates steady.

8. Encourage community policing innovations designed to decrease crime by reducing opportunities for criminal activity through visible presence of law enforcement in the community, including community mobilization, neighborhood block watch, citizen patrol, bicycle or foot patrol, or intensified motorized patrol.

9. Investigate/implement a Community Benefit Agreement (CBA) program. CBA's are generally programs which aim to provide some form of benefit to residents of an affected community or neighborhood. Typically these agreements require an additional condition for projects that receive agency funds, such as a requirement that area residents receive priority in construction employment for the project.

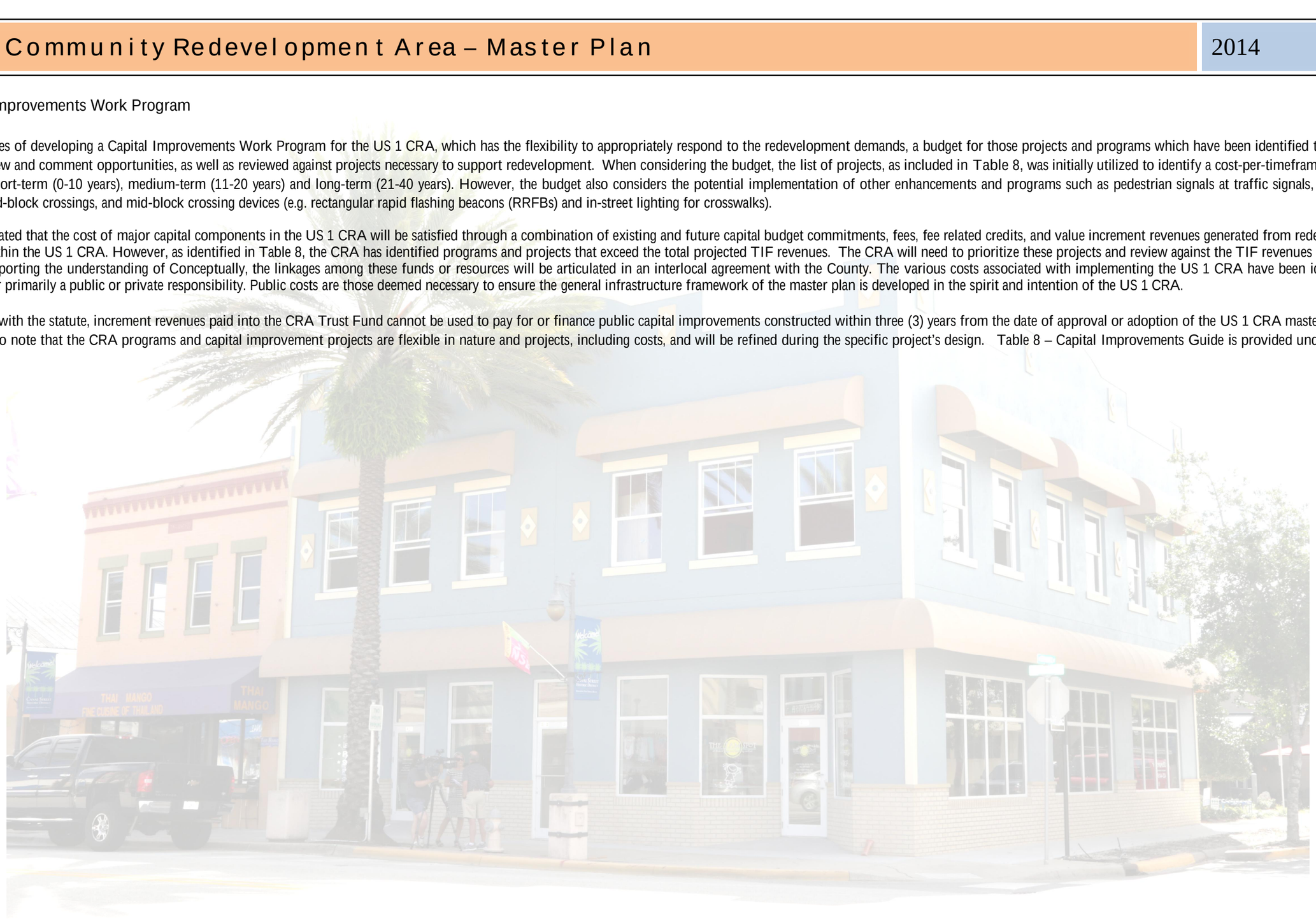
10. Establish a unique identity to promote the Vision of the US 1 CRA through branding and marketing programs.
    - o Create a logo, identity package, and website which can be used to identify the new CRA while continuing to utilize promotional/branding material from the existing CRA, such as "The Loop."
    - o Establish a brand for the new CRA that may be used on literature, banners, gateways, and all types of promotional campaigns.
    - o Support festivals, exhibits, performances, and other special events designed to attract residents and visitors to the new US 1 CRA.
    - o Encourage consistent architectural and site design themes to promote a style or quality of new construction that would maintain the desired theme and scale of development in the US 1 CRA.
    - o Create a business recruitment package that is updated regularly with a listing of available properties, maps, building profiles, and information for current and planned events.
    - o Create formal joint marketing and business recruitment, expansion, and retention efforts with the Chamber of Commerce and Airport for the US 1 CRA.

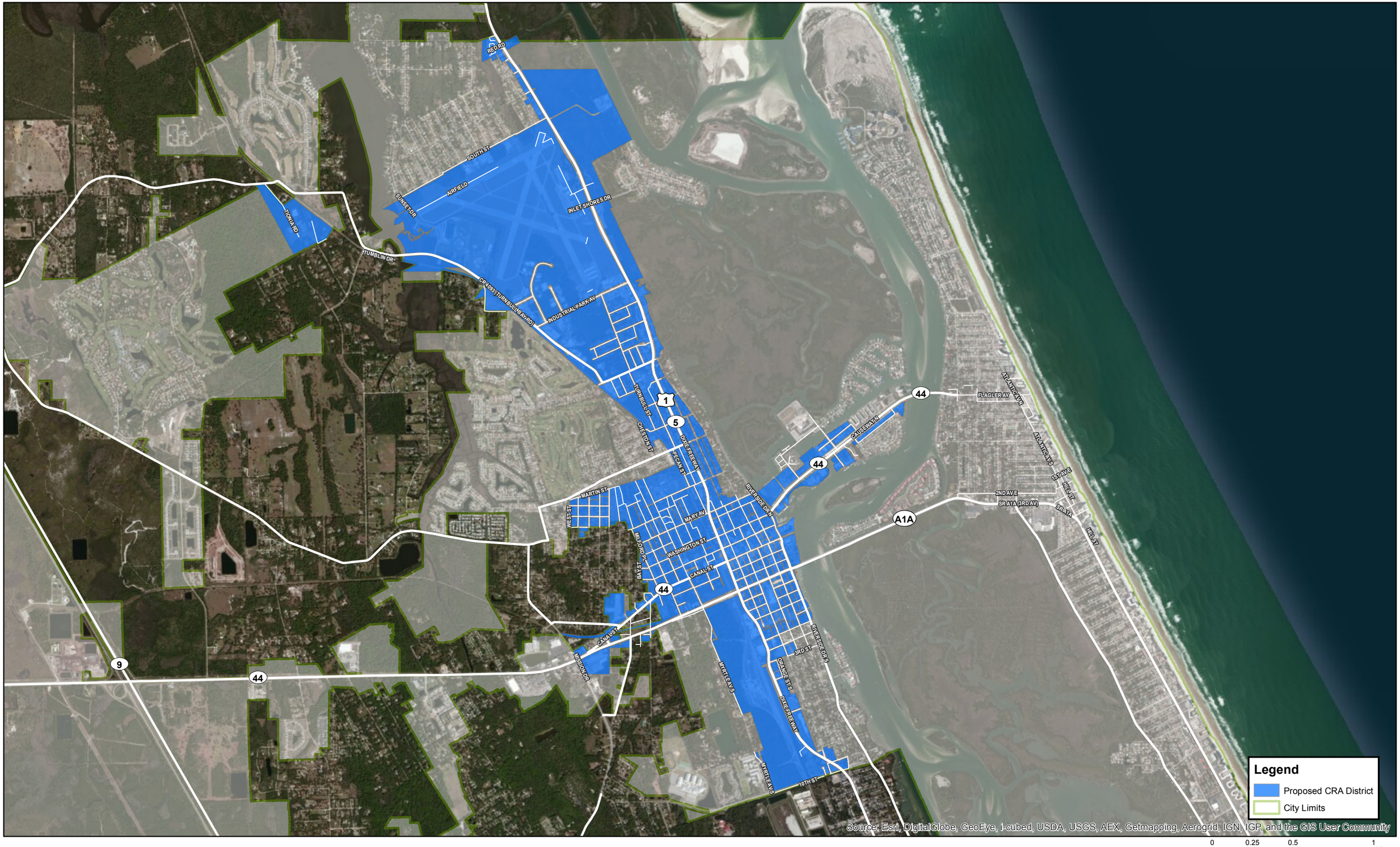
Capital Improvements Work Program

For purposes of developing a Capital Improvements Work Program for the US 1 CRA, which has the flexibility to appropriately respond to the redevelopment demands, a budget for those projects and programs which have been identified through the public review and comment opportunities, as well as reviewed against projects necessary to support redevelopment. When considering the budget, the list of projects, as included in Table 8, was initially utilized to identify a cost-per-timeframe identified as either short-term (0-10 years), medium-term (11-20 years) and long-term (21-40 years). However, the budget also considers the potential implementation of other enhancements and programs such as pedestrian signals at traffic signals, signed and marked mid-block crossings, and mid-block crossing devices (e.g. rectangular rapid flashing beacons (RRFBs) and in-street lighting for crosswalks).

It is anticipated that the cost of major capital components in the US 1 CRA will be satisfied through a combination of existing and future capital budget commitments, fees, fee related credits, and value increment revenues generated from redevelopment projects within the US 1 CRA. However, as identified in Table 8, the CRA has identified programs and projects that exceed the total projected TIF revenues. The CRA will need to prioritize these projects and review against the TIF revenues anticipated. further supporting the understanding of Conceptually, the linkages among these funds or resources will be articulated in an interlocal agreement with the County. The various costs associated with implementing the US 1 CRA have been identified as being either primarily a public or private responsibility. Public costs are those deemed necessary to ensure the general infrastructure framework of the master plan is developed in the spirit and intention of the US 1 CRA.

Consistent with the statute, increment revenues paid into the CRA Trust Fund cannot be used to pay for or finance public capital improvements constructed within three (3) years from the date of approval or adoption of the US 1 CRA master plan. It is important to note that the CRA programs and capital improvement projects are flexible in nature and projects, including costs, and will be refined during the specific project's design. Table 8 – Capital Improvements Guide is provided under separate cover.



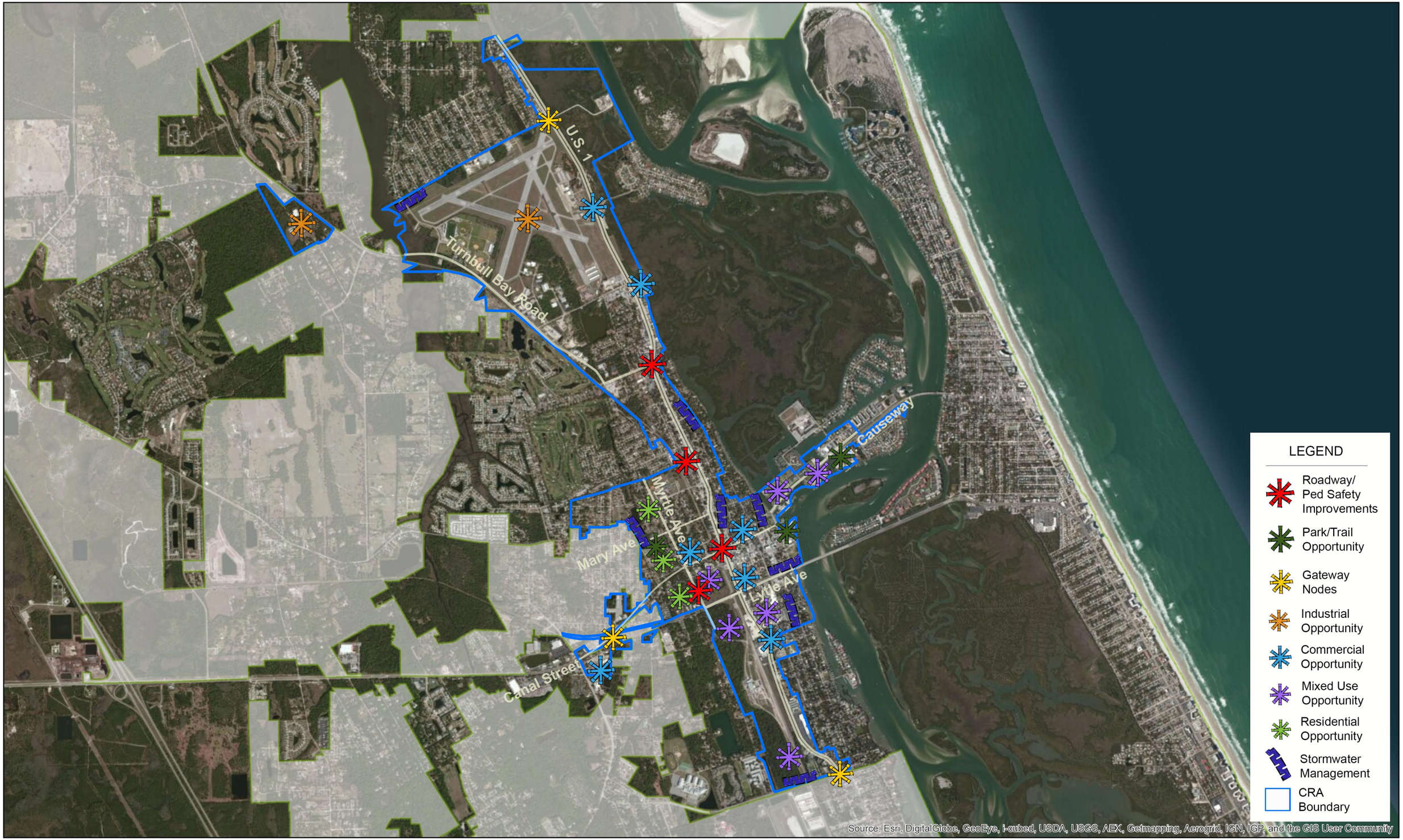


City of New Smyrna Beach Community Redevelopment Agency

Exhibit - Proposed CRA District

City of New Smyrna Beach, Florida

Kimley-Horn and Associates, Inc.



City of New Smyrna Beach Community Redevelopment Agency

Opportunity Site Map

Note: Not all proposed redevelopment programs and projects (per the Capital Improvements Workplan) are identified hereon; Opportunities shown are generalized and may include multiple programs and/or projects

City of New Smyrna Beach, Florida

Kimley-Horn and Associates, Inc.

Kimley»Horn

March 10, 2025

Samantha Bergeron
Director of CRA/Economic Development
City of New Smyrna Beach (NSB)
210 Sams Ave.
New Smyrna Beach, FL 32168

Re: Task Order Quote: Community Redevelopment Agency of the City of New Smyrna Beach Master Redevelopment Plan Update

Dear Ms. Bergeron,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this task order quote to the City of New Smyrna Beach (the "Client" or the "City") for providing professional services for the Community Redevelopment Agency of the City of New Smyrna Beach Plan (CRA Plan) Update under our existing Master Services Agreement for Continuing Planning Professional Services (RFQ #13-23-PLAN). Our project understanding, scope of services, and fees are described below and reflect discussions with City staff.

PROJECT UNDERSTANDING

The City of New Smyrna Beach's Community Redevelopment Agency (CRA) has requested an update of the CRA Plan to reflect market changes and integrate strategies established by the CRA Board/City Commission. The priority of the CRA update will be to develop strategies that diversify the tax base by increasing commercial/industrial redevelopment, new construction activity, and enhancing public infrastructure. The City also desires to include strategies for attainable housing and future development addressing the "Live, Work, Play" City Strategic Plan initiative. The redevelopment plan update will target a 5-year fiscal year period FY 24/25 to FY 29/30.

SCOPE OF SERVICES

TASK 1 - PROJECT KICK-OFF AND COORDINATION PROCEDURES

Kimley-Horn will meet with CRA staff for one (1) in-person Project Kick-Off. At this meeting, project organization and staff coordination guidelines/procedures will be established. The Project Kick-off meeting will occur on the same day as Site Visit noted under Task 2.

Kimley-Horn will facilitate a project progress call approximately monthly with the Client to review project status, data/analysis needs, and similar, throughout the process of this assignment.

Tasks 1 Deliverable(s):

- Project Kick-Off meeting.
- Up to six (6) project update calls or web-based meetings occurring approximately monthly.

TASK 2 – EXISTING CONDITIONS REVIEW

Kimley-Horn will compile an existing conditions overview based on:

A. Information provided by the City that describes progress made on the current plan's goals, objectives, and strategies. The summary provided to Kimley-Horn shall be consolidated within one (1) document by City staff.
B. Review of readily available GIS data and Aerials within the CRA boundary:
    1. Adopted future land use and zoning.
    2. Vacant and underutilized properties based on Volusia County Property Appraiser data as the source for this portion of the analysis (no formal property and or building conditions assessment is provided as part of this subtask).
    3. Traffic safety/access and streetscape conditions including the presence of overhead utilities with a focus on US-1 and the North Causeway. Kimley-Horn will rely on readily available information from FDOT, City of New Smyrna Beach, Volusia County, and VOTRAN. It is understood this sub-task does not include traffic engineering modeling and analysis or detailed transportation design.
    4. Coordinate with staff to determine the condition of infrastructure in the Historic Westside, i.e., general availability of stormwater facilities and water supply. This analysis is limited to above ground, observable conditions and data provided by the City and does not include engineering modeling and analysis.
C. Observations and photography from One (1) Site Visit.

Task 2 Deliverable(s):

- PowerPoint providing a summary / high-level overview of existing conditions and key opportunities and constraints within the CRA.

TASK 3 – CRA PLAN UPDATE

Kimley-Horn will develop recommendations for the CRA Plan Update as follows:

A. Overall key strategy diagram/map
B. Update list of Opportunity Sites (page 31) and Map
C. Develop recommended strategies to encourage redevelopment within the US-1 corridor to address needs related to:
    1. Reduction of barriers to desirable redevelopment in zoning standards and/or comprehensive plan policies.
    2. Strategies for streetscape enhancement.
    3. Bicycle/pedestrian improvements to improve safety that are generally compatible with improvements typical on FDOT roadways.
    4. Uses that should be added or removed from the permitted uses to encourage compatible redevelopment that supports economic development goals.
    5. Incorporate a statement on potential to restore historic rail station (Florida East Coast Railroad) and connections to balance of the City.

D. Develop recommended strategies for Downtown New Smyrna Beach including the Arts District and Historic District
    1. Map and evaluate potential future uses of the following catalyst sites:
        i. Hospital-owned lands
        ii. Utility-owned sites near Canal Street
    2. Identify strategies to enhance or support historic preservation efforts
        i. Identifying resources and ability to use CRA funding.
        ii. Highlighting the value of preservation.

E. Illustrate catalyst development concepts limited to those items as follows:
    1. One (1) conceptual site plan for one (1) location within the U.S. 1 corridor, with one (1) revision based on City comments.
    2. One (1) conceptual site plan for the former Hospital Site (Lytle Ave and Palmetto St) within the U.S. 1 corridor, with one (1) revision based on City comments.
    3. The conceptual site plans will be provided in sketch format, identifying generalized features such as representative building placement, access points, parking, and buffers It is understood that detailed plans, elevations, renderings, infrastructure analysis, or similar, are not provided as part of this scope.

F. Develop recommended strategies to encourage redevelopment within the Westside to address needs related to:
    1. Stormwater deficiencies.
    2. Improved bicycle and pedestrian connectivity.

G. Develop other strategies for CRA area enhancement which may include:
    1. High-level safety and landscaping recommendations for the North Causeway.
    2. Strategies to support the growth of local entrepreneurs and small business development throughout the CRA boundary which may include the potential for an overlay or other strategies to expedite permitting.
    3. Redevelopment of properties to provide attainable housing that elevates property values building on current efforts with the Housing Authority
    4. Staff-recommended strategies for the New Smyrna Beach Airport
    5. Preliminary listing of funding and grant opportunities.
    6. Other strategic recommendations based on the findings of Tasks 1 and 2 and public engagement feedback.

Kimley-Horn will provide a CRA Plan Update as follows:

H. Based on existing conditions summary provided by the City and the tasks outlined above in Tasks 2 and 3, Kimley-Horn will revise the existing adopted CRA Plan to:
    1. Acknowledge completed tasks,
    2. provide updated existing conditions where available,
    3. remove outdated strategies or information,
    4. include new existing conditions information developed in task 2,
    5. include new strategies developed as part of Task 3A-G, and
    6. qualitative and quantitative performance metrics.

I. Kimley-Horn will provide revisions to the updated document based on one set of consolidated comments provided by the Client.

J. Kimley-Horn will provide one Final document incorporating changes directed by the CRA Board/City Commission at a public meeting, if applicable.

Task 3 Deliverable(s):

- Bullet Point Memorandum of Recommendations and Initiatives.
- Draft CRA Plan Update in PDF format.
- Revised CRA Plan in PDF format based on staff comments.

TASK 4 – UPDATE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGIC (CEDS) PLAN

Kimley-Horn will review the existing CEDS Plan and draft a bullet point outline of recommended updates.

Kimley-Horn will research incentives used by comparable jurisdictions and provide a memo summarizing the research with recommendations on which incentives may be appropriate for the City.

Kimley-horn will prepare a revised CEDS plan addressing the following:

A. Improving document organization with clear hierarchy and time horizons.
B. Streamline language and remove non-implementable statements.
C. Aligning City Targeted industries with those of the State of Florida and Volusia County.
D. Align focus of redevelopment of U.S. 1 to coincide with the goals of the Updated CRA Plan.
E. Identify potential uses for redevelopment of Utilities Commission Building and Hospital Building.
F. Maintaining and expanding partnerships with SEVMTC and nearby jurisdictions to build economic strength regionally.
G. Updating future opportunities to include Deering Park Innovation Center.
H. Maintain partner list from the current CEDS Plan.
I. Add incentives based on research memo and staff feedback.
J. Diversify Tax Base.
K. Attract more manufacturing with higher paying jobs.

Task 4 Deliverable(s):

- Memo summarizing research on incentives in comparable jurisdictions
- Bullet point outline of proposal changed to the CEDS Plan
- Draft Updated CEDS Plan (Word format)
- Final Updated CEDS Plan based on consolidated staff comments

TASK 5 – PUBLIC PRESENTATIONS

Kimley-Horn will coordinate with City/CRA staff to schedule and facilitate the following individual meetings to gain input for the CRA Plan Update:

1. CRA District Public Meeting #1
2. CRA Board/City Commission Workshop
3. Joint Economic Development Task Force/Airport Advisory Board Meeting
4. CRA District Public Meeting #2
5. CRA Board/City Commission Final Presentation

City staff will be responsible for providing venue locations for each meeting, advertising, and promotion of meetings, coordinating with the hosting groups where relevant, and sharing project information on the City's website if desired.

Task 5 Deliverable(s):

- PowerPoint presentation and facilitation of two (2) CRA District public meetings with up to two (2) Kimley-Horn staff.
- PowerPoint presentation and presentation at one (1) Community Redevelopment Agency Board Workshop with up to two (2) Kimley-Horn staff.
- PowerPoint presentation and facilitation of one (1) Joint Economic Development Task Force/ Airport Advisory Board Meeting with one (1) Kimley-Horn staff person.
- PowerPoint presentation and presentation at one (1) Community Redevelopment Agency Board Meeting with one (1) Kimley-Horn staff.

TASK 6 – TIF REVENUE PROJECTIONS

Kimley-Horn will analyze Tax Increment Financing (TIF) revenues that could be realized through the development and redevelopment of properties within the CRA, including up to two catalyst sites. As directed, Kimley-Horn will develop TIF revenue projections reflecting market expectations and projections for growth of housing and commercial activities and expectations of growth of real property values over a 10-year period. Revenue projections are compared to existing baseline revenue approximations by land use type.

Task 6 Deliverable(s):

- TIF Revenue Projections (to be included in the CRA Plan Update document).

OPTIONAL TASK 7 – LIMITED CITYWIDE MARKET ANALYSIS

Kimley-Horn will review the previous CRA Plan and readily available data in the preparation of a limited market analysis that will guide the creation of the updated plan. The limited market analysis will include the following:

- Compile demographic and employment trends in New Smyrna Beach, and Volusia County.
- Assess residential and commercial real estate trends in the City and Volusia County, including construction and absorption pacing, vacancy rates, and price points.
- Prepare a summary of the competitive strengths and weaknesses of the City based on demographic, employment, and real estate findings.

Task 7 Deliverable(s):

- Limited Market Study Summary Memorandum

Information Provided by Client

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The following information shall be provided by the Client:

1. Existing and proposed City Capital Improvement Program.
2. Relevant prior plans and studies.
3. Progress made on the current plan's goals, objectives, and strategies.
4. City GIS Data necessary to support this effort in its possession.
5. Preparation and distribution of any required legal notices associated with public hearings or work sessions.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope that the Client requests, will be considered additional services and will be performed at hourly rates provided for in the Master Services Agreement. Additional services Kimley-Horn can provide include, but are not limited to, the following:

1. Assist the City attorney with preparation of the resolution and/or ordinances.
2. GIS data development or compilation beyond that identified in the above tasks.
3. Additional graphics or rendering beyond that identified in the above tasks.
4. Update(s) to the City of New Smyrna Beach Future Land Use Map (FLUM), Comprehensive Plan and/or Land Development Code.
5. Development of architectural or landscape Design Guidelines.
6. Evaluation of City's Comprehensive Plan Elements for issues beyond those associated with the proposed CRA plan.
7. Attendance at additional meetings, hearings, and/or presentations beyond those specifically identified above.
8. Architectural, engineering, or landscape architectural services.
9. Preparation and development of grant applications.
10. Traffic studies or analysis.
11. Due diligence on redevelopment sites.
12. Marketing materials, such as colored plots, handouts, brochures, or sales maps.
13. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
14. Public involvement report.
15. Services not specifically described in the above Scope of Services.

Lump Sum Fee Proposal

Services provided under Tasks 1 – 6 will be performed for the lump sum fee listed below as "Subtotal." Individual task amounts are informational only. The optional task (Task 7) will be performed for the respective lump sum fee listed below, if authorized.

TASK	DESCRIPTION	FEE
		Tasks
1	PROJECT KICKOFF & COORDINATION PROCEDURES	$11,000
2	EXISTING CONDITIONS REVIEW	$26,000
3	CRA PLAN UPDATE	$47,000
4	CEDS PLAN UPDATE	$23,000
5	PUBLIC PRESENTATIONS	$25,000
6	TIF REVENUE PROJECTIONS	$13,000
	SUBTOTAL (Tasks 1 – 6):	**$145,000**
7	*OPTIONAL TASK* – LIMITED MARKET ANALYSIS	$18,000
	TOTAL	**$163,000**

Fees will be invoiced monthly based on the actual amount of service performed (and delivered to the City and accepted by the City) and expenses incurred. Payment will be due within 30 days of your receipt of the invoice. It is our understanding that invoices must be received by the 15th of each month to be paid by the 1st week of the next month.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in Continuing Service Contract RFQ #13-23-PLAN, effective October 3, 2023, which are incorporated by reference.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

KIMLEY-HORN AND ASSOCIATES, INC.

M. Scott Mingonet, PLA, AICP
SR VP/Principal

Eliza Harris Juliano, CNU-A
Project Manager

Date: 3/10/2025

City of New Smyrna Beach

Economic Development Strategic Plan Update

2020

Approved by the City Commission on December 10, 2019

Prepared by the City of New Smyrna Beach Economic Development Advisory Board and Tony Otte, CEcD

Table of Contents

- Summary of Action Plan (under separate cover)
- Introduction
- Who we are
    - Current Economic Conditions
    - SWOT Analysis
- Vision: Enhancing who we are and envisioning where we want to be
    - Vision Statements
        - Review of Opportunity Areas including I-95/SR 44 area
- Action Plan: How do we get there
- Conclusion
- Attachments
    - Business Reach Out Report
    - Business Retention and Expansion Report
    - Underutilized Properties Report
    - Economic Overview, City of New Smyrna Beach
    - Incentives Matrix
    - Demographic and economic indicators, 2018 audit
    - Principal Employers, Current and Nine Years Age, 2018 audit
    - Historic corridor information: Orange City and Port Orange
    - New Smyrna Beach Utility Commission Fact Sheet
    - Worker Inflow – Outflow Daily Migration
    - Volusia County Residential “New Construction” Building Permits, Third Quarter, 2019

- Florida Department of Transportation Airport Economic Impact Study: New Smyrna Beach Airport
- Airport runway map
- US 1 Report to City Commission: April 11, 2017
- Farmer's Market information

Introduction

Economic Development Plans

The City's first Economic Development Plan is often referred to as the "100 Day Plan". In November, 2009 newly elected Mayor Adam Barringer stated that he would present an Economic Development Plan within 100 days. The Plan was developed by a committee working with the Southeast Volusia Chamber of Commerce – at that time there was no Economic Development Advisory Board or City staff position for Economic Development. The Plan was formally presented to the City Commission by Mayor Adam Barringer on April 13, 2010.

The Introduction to the Plan quotes the Vision Statement that was adopted by the City Commission in December, 2009:

"**We will build an attractive City that offers exceptional opportunities for her citizens and lifestyles that embrace an enhanced quality of life.**

Our walking-friendly City with her beautiful waterways will engender diverse recreational and economic opportunities for people of all ages.

Job opportunities will abound throughout our industrial centers and downtown areas. Beautifully landscaped corridors with attractive signage will refine our City with a well-maintained road system and a transportation network, including train and air transportation.

Our City will boast of sustainable business corridors and office parks. We will possess a hospital district and be a hub for educational enhancement through our schools and colleges.

Through our diligence our City will grow and be a place in which people want to live. Our partnerships with educational institutions, governmental entities, community and cultural groups will further be a testament to being responsive to citizens' needs and proactive in making our vision a reality."

On April 13, 2010 when the Economic Development Plan was presented to the City Commission, the nation was in the throes of "the Great Recession" and the national recession impact was evident in New Smyrna Beach. The City had many prominent vacant and underutilized commercial properties, and perhaps most noticeable were those in the historic "downtown" areas:

- Flagler Ave area – the beachside historic downtown had more than 9 underutilized properties on Flagler Ave. (These 9 properties have all since been renovated*); and

- Canal St Area – the mainland historic downtown area had 17 vacancies in the summer of 2011, and a vacant lot on a prominent corner (SE Orange and Canal) where a retail store building had burned down in 2008 and had been demolished. The large former furniture store building on the SE corner of US 1 and Canal St had been vacant for about 8 years and was distressed. A number of buildings on side streets, such as the Tru-Gas Building on N Orange, was also vacant with plywood covering a broken window**.

One of the plan's recommendations was to create an Economic Development Advisory Board, and the City Commission unanimously approved Resolution 18-10 that established the Board on April 27, 2010. The City Commission made appointments and the new Board held its first meeting in the Coronado Civic Center on June 29, 2010.

The Economic Development Advisory Board was the starting or processing point for many city actions related to economic development, including:

- Changing the City's approach to the operation of the Sports Complex, which now hosts many tournaments and events;

- The Tax Exemption Program approved by the voters in November, 2014;

- The suspension of non-residential impact fees during the recession;

- Recommendations made to the City Commission regarding economic development including Team Volusia agreements, support for Spaceport development, a welcome sign for mariners, the establishment and full participation in the Southeast Volusia Marketing Initiative – now the Southeast Volusia Manufacturing and Technology Coalition, as well as the review of items for the development of the US 1 CRA.

The Economic Development Advisory Board also recommended an Update of the original plan, and the update was approved by the City Commission on March 22, 2016. The Update included a targeted industry list for the City:

- Aviation and Aerospace
- Creative Class, including High Tech
- Light Industry, including Manufacturing
- Medical
- Professional Office, including Corporate Headquarters

- Recreation

The above list of targeted industries is not revised in this Update.

In 2015 the City Commission adopted a Community Redevelopment Agency (CRA) program, the City's second CRA. (The first CRA operated from 1985 until 2015.) Per Volusia County Resolution 2014-164 that authorized the establishment of the CRA:

- The focus for the first ten years of the CRA is the US 1 corridor and the Historic Westside, and
- This CRA is substantially different than the first CRA, with one area being that the resolution in effect prohibits the provision of private property grants and prohibits CRA expenditures for landscaping unless the landscaping is included in a capital project.

Citizen Forums

On March 22, 2014 the City held a day-long public forum to formulate a vision for New Smyrna Beach for the next 25 years. The forum was entitled "Charting Our Course" and it attracted over 100 citizens, who discussed topics suggested by more than 550 citizens who filled out surveys. The results of this effort recommended that the City focus its efforts on the following:

• The Indian River Lagoon Restoration
• Parks and open spaces
• The Redevelopment of U.S. 1
• A historical preservation vision
• The development character on S.R. 44
• Economic development/job creation and retention

During 2018 the city hosted a year - long series of meetings entitled Coastal Community Resiliency. The meetings were well attended, ranging from over 100 to over 400 citizens who listened to speakers and asked questions on a variety of community topics. The results of these meetings were folded into the City's Strategic Action Plan for 2019, with items under the Economic Development heading:

- Prepare an assessment of unused or underutilized properties and develop an approach for utilizing them to enhance local economic resilience
- Continue support of a joint marketing effort to attract aerospace industry to the local area
- Integrate resilience into the next Economic Development Plan Update
- Enhance the Business Retention and Expansion effort for Economic Growth

In 2019 new Mayor Russ Owen initiated an enhanced effort with the Chamber of Commerce to dialogue with business representatives in the City. This effort had a three step approach (results are summarized in the next section; full report in the attachments):

1. A series of monthly meetings arranged by either business type (e.g. Tourism/Hospitality/Art) or geographic area (e.g. Canal St area businesses). The 7 meetings were attended by 133 business representatives (122 unique visitors) who filled out and submitted 48 survey forms. The survey asked the following questions (the full report is in an appendix):
    - Why did you choose New Smyrna Beach?
    - How can the City and Chamber have a positive impact?
    - Any plans to expand in the next 5 years?
    - What are your biggest opportunities/challenges/pain point?
    - Any thought of leaving in the next five years? If so, why?
    - If you could change one thing about New Smyrna Beach…

2. Interviews with Business Representatives

Interviews were conducted by EDAB members, Chamber staff, and City staff with 18 business representatives using the same question format for the monthly meetings above.

3. Providing every business with information on business resources.

In July the City included information on business resources – such as the Chamber of Commerce, SCORE, the Small Business Development Center, and the Florida Virtual Entrepreneur Center – to all 2,500 plus businesses with their Business Tax Receipt invoice. These resources and events are either free or available at a nominal charge.

Summary

This Economic Development Strategic Plan Update is intended to serve as the “action plan” for the implementation of the Vision Statement and other items listed above.

As in the first Plan Update in 2015 The Plan Update is organized into three basic sections:

- Who we are
    - Community indicators and context
    - SWOT Analysis
- Vision: Enhancing who we are and envisioning where we want to be
- Action Plan: How do we get there

The City of New Smyrna Beach is in the enviable position of having a number of highly desirable assets that have brought positive national and international recognition - including the number and quality of small, independent businesses and the relatively small proportion of chain and franchise businesses; the scale and historic character of our built environment; and the beach and our natural environment. The stated intent of this Economic Development Strategic Plan Update is to build on these assets to create a better future for the local economy, better than what would naturally evolve in the absence of the plan. This “better future” does not seek to change New Smyrna Beach into something different, but to introduce some projects to enhance what is now in place to reach our goals and keep the small town feel. The implementation of the plan will be carefully monitored by the Economic Development Advisory Board, with periodic reports to the City Commission.

Footnotes for this section

*The Gnarley Surf Bar building, the NE and NW corners of Flagler and Peninsula Avenues, two new restaurants in buildings immediately west of the property that was vacant and now is the site of the Hampton Inn and Suites Hotel, the property with a vacant residential building that was demolished and a new building housing the Inn on Avenue was constructed, the enclosing of a small historic building with a new building that is Pat Collado’s office, and the rebuilding of a former convenience store to become the Crow’s Nest Restaurant on Buenos Aires);

**Today there is only one chronically vacant building, the small wood-frame building next to Bob’s Automotive.)

Who We Are

New Smyrna Beach is an arts oriented, historic, beach community - an ocean-front destination.

It is where Native Americans lived for thousands of years before Europeans came in 1768. Then in 1887 on the mainland the City of New Smyrna was incorporated, and in 1947 New Smyrna merged with Coronado Beach (on beachside, incorporated in 1924) to form the City of New Smyrna Beach – and provide the two historic, walkable downtowns that were revitalized in the last ten years. (Incorporation dates from Then & Now, New Smyrna Beach, by Zelia V. Sweett).

At the outset it is noteworthy that describing "Who We Are" is a combination of perception and data:

- Perceptions or the "feel" of a location is a reaction to the natural environment and the built environment, which is enhanced by the presence of historic buildings and the presence of art, and interesting places; and

- Data and information, which come to a conclusion in the SWOT Analysis: a listing of Strengths, Weaknesses, Opportunities, and Strengths.

The City has been recognized internationally as an outstanding surfing location - as well as having excellent backwater and offshore fishing, golf, cultural events, and pedestrian-friendly historic areas filled with eclectic shops, art galleries, and restaurants. A short sample of these recognitions includes:

  - One of the Top Ten Spots to Hang Ten by Outside magazine, 2014
  - One of ten best beach towns in Florida by SmarterTravel.com, 2014
  - One of the Coolest Surf Towns, by Travel + Leisure Magazine, 2013
  - One of the World's Top Twenty Surf Towns, by National Geographic Magazine, 2012
  - One of arts towns included in the book, The 100 Best Small Art Towns in America: Where to Discover Creative Communities, Fresh Air, and Affordable Living, by John Villani, 1998.
  - Named multiple times as the favorite beach by the readers of the Orlando Sentinel

It is generally viewed that Tourism is the key economic driver for the City. Recent representative reviews (visitor perceptions) on TripAdvisor described the City as follows:

- Great beach and awesome restaurants nearby!

- The town is so low key and has a great relaxed vibe. There is great food, beaches and hotels.
- Beautiful beach town much more in tune with the environment than the larger areas further north on A1A.
- I think the draw is the laid back atmosphere, small town vibe.
- This is a beautiful area to visit. Nice beach small town with two main streets. One is beachside with small shops, restaurants, very quaint. The other is on mainland also with shops restaurants (sic). They managed to keep the small town feel.

The “relaxed vibe” and “small town feel” is a theme that resonates in describing New Smyrna Beach. It brings both visitors, and also attracts would be entrepreneurs – persons who wish to launch a business - and certain business types that would benefit from locating in a location with those attributes.

The view of Tourism being an economic driver is evidenced by the City’s workforce: The largest industry sector in the City is Accommodation and Food Services employing 2,425 workers. The next largest sectors are Retail Trade (1,991 workers) and Health Care and Social Assistance (1,835 workers). (Economic Overview, City of New Smyrna Beach, full report in the attachments.)

In addition to being a beach community, the City is generally located between between Kennedy Space Center to the South, Daytona Beach to the North, and Orlando to the Southwest, putting the City in the Center of a resource-rich educational and technology triangle:

- Embry-Riddle Aeronautical University, Daytona State, and a branch of the University of Central Florida in Daytona Beach, all with engineering programs; and Bethune-Cookman and Keiser Universities;
- Florida Institute of Technology in Melbourne to the South with an engineering program; and
- The University of Central Florida main campus in Orlando to the Southwest with an engineering program.

A vision of where the City of New Smyrna Beach wants to be must be grounded in the foundation of what the City is today, with an identification of the City’s competitors and a focus on what positively distinguishes the City from its competition.

Every business in the City is annually sent a Business Tax Receipt tax bill, and new businesses must register and be approved before opening (approval procedure includes a zoning review and fire marshal inspection). There are over 2,500 businesses registered, and the number is growing every month – averaging 18 registrations every month for the last six months; however, not all of those are new businesses: some have a new address or have expanded to offer a new service.

The City's Business Tax Receipt office was moved last year from the Finance Department to the Building Department and provided a separate administrator who is now collecting email addresses for businesses (Volusia County business license office also collects email addresses). As an important point of contact, this year's invoice mailing included a flyer on no-charge Business Resources to help business owners get individualized consulting assistance, and information contacts to help them grow their business. It is anticipated that there will be further efforts to reach new businesses through this office.

"What the City is today" can also be described in terms of many different indices, and is presented here in comparison to other large cities in the County:

- The 2010 US Census Count for the City of New Smyrna Beach was 22,464, the fifth largest of the 16 cities in the County. The Bureau of Economic and Business Research at the University of Florida estimates that the 2019 estimate is 27,173, a 20.9% increase, or 2.3% per year.

- New Smyrna Beach has consistently been one of the leaders in Volusia County for the highest number of residential building permits issued over the past several years. The most recent quarterly report issued by the Volusia County Department of Economic Development indicates that there were 187 residential new construction permits issued in New Smyrna Beach in July-September 2019, the highest of any other jurisdiction in the County.

- The Volusia County Property Appraiser reports that New Smyrna Beach has the second highest taxable valuation in Volusia County as compared to other cities, behind Daytona Beach and ahead of Ormond Beach.

- Among the larger cities in Volusia County, New Smyrna Beach has the third highest percentage of residential property share in its city tax roll at 82.8%, behind Daytona Beach Shores (84.4%) and Deltona (85.3%). Of the cities that are usually used for comparisons to New Smyrna Beach:
  - Ormond Beach - residential properties are 70% of their tax base
  - DeLand – residential properties are 56.8% of their tax base

- Port Orange – residential properties are 67.7% of their tax base
- Edgewater – residential properties are 67.5% of their tax base
- Daytona Beach – residential properties are 42.7% of their tax base.

- For the County as a whole using 2019 preliminary tax roll numbers, the residential property share is 67.7%, down from 72.6% in 2013.

- Of the 14 Volusia County cities that have industrial properties, New Smyrna Beach and Deltona each have less than 1% of their tax base from Industrial properties. Of the cities that are usually used for comparisons to New Smyrna Beach:
  - Ormond Beach - industrial properties are 3.4% of their tax base
  - DeLand – industrial properties are 3.5% of their tax base
  - Port Orange – industrial properties are 2.3% of their tax base
  - Edgewater – industrial properties are 6.9% of their tax base
  - Daytona Beach – industrial properties are 3.6% of their tax base.

- In Land Uses per the City's Comprehensive plan and using 2010 data, Commercial Land use is at 5.6% of total land use; industrial is at .7%

- The per capita income in the City is $37,603, compared to Volusia County as a whole at $25,871 and the state of Florida at $28,774.

- The median age in the City is 57.9, compared to Volusia County as a whole at 46.4 and the state of Florida at 41.8.

- The median house value in the City is $230,800, compared to Volusia County as a whole at $149,900 and the state of Florida at $178,700.

- Disconnected Youth – 16-19 year-olds who are not in school, not a high school graduate, and either unemployed or not in the labor force – represent 3.6% in the City, 2.8% in Volusia County, and 3.3% in the state.

- Average annual salaries: $39,585 in the City; $39,563 in Volusia County; $48,746 in the state; and $55,825 in the U.S.

- The average low salaries is slightly mitigated by the cost of living index: 89.8 for the City and Volusia County, with a purchasing power of $44,094.

- Location Quotients indicate industry sectors in which an area has high concentrations of employment versus a larger region that the subject geographic area is a part of, say the state or the nation. The sectors with the largest Location Quotients in the City as compared to the nation are Accommodation and Food Services 2.47, Utilities 1.86, Retail Trade 1.75, and Healthcare 1.18.

- The fastest growing sector is predicted to be Healthcare and Social Assistance with a 1.7% year over year rate of growth, followed by Accommodation and Food Services and Retail Trade. (See report attached from JobEQ)

- The top ten occupations by number of workers in the City are:

  - Food preparation and Serving Related 2,147
  - Office and Administrative Support 1,499
  - Sales and Related 1,465
  - Healthcare Practitioners and Technical 906
  - Management 552
  - Transportation and Material Moving 491
  - Construction and Extraction 460
  - Building & grounds, cleaning, maintenance 456
  - Installation, maintenance, repair 437
  - Personal care & service 421

- From the most recent City audit report, the principal employers in the City are:
  - Advent Health New Smyrna Beach 700
  - Volusia County Public Schools 335
  - City of New Smyrna Beach 263
  - Publix Supermarkets 250
  - Wal Mart 207
  - Ocean View Nursing & Rehab Center 200
  - New Smyrna Beach Utilities Commission 173
  - Winn Dixie Stores, Inc. 140
  - Home Depot 120
  - Sugar Mill Country Club 100

Nine of the ten entities listed were also on this list as of September, 2009.

- Over the last ten years the County's unemployment rate dropped from 11.7% in 2009 and 12.5% in 2010 to 3.8% in 2018 – reflecting the national economic trend (Note: 4% is typically considered full employment).

- It is noteworthy that the Volusia County Schools announced at a meeting held at Edgewater City Hall on June 27, 2018, that while the population in New Smyrna Beach is growing, the projected school population is not. No new schools are planned at this time. (Note: a replacement school building just opened this school year at Chisholm Elementary.)

- The provision of utilities is a huge factor in economic development. In Florida there are several different types of utility providers: investor owned or private company utilities like Florida Power and Light; municipal owned utilities like the Utilities Commission, City of New Smyrna Beach; and Cooperatives like Sumter Electric in Lake and Sumter Counties.

    - Electric, water, wastewater, and re-use water services are provided by the Utilities Commission, City of New Smyrna Beach (UC), a municipal utility that is chartered separately from the City, with the City Commission appointing UC board members, approving the UC annual budget, and approving UC issuance of debt. The UC purchases power from Florida Power and Light, Duke Energy, and the Florida Municipal Power Agency and distributes it to 28,180 electric customers in a 71.9 square mile area, 25% of which are outside the City limits. There are 26,832 potable water customers, 21,644 wastewater customers, and 2,288 re-use customers.

    - Natural Gas service is provided by Florida Public Utilities, a private company with corporate headquarters in Fernandina Beach and working out of the Central Florida East division in DeBary.

- The City is blessed with many transportation assets, including:

    - The New Smyrna Beach Municipal Airport, a control tower airport with a 5,000 foot runway (which allows the Airport to accommodate mid-size general aviation aircraft), and self-serve fuel farm. A March, 2019 report by the Florida Department of Transportation provided this data (please see FDOT summary sheets and airport runway map in an attachment):
        - On-Airport Impacts: $67,442,000
        - Visitor Spending Impacts: $22,930,000
        - Multiplier Impacts: $81,531,000
        - Total employment at the Airport: 1,281
        - Total payroll: $61,700,000
        - Total Output: $171,903,000

    - The airport has a number of aviation businesses that contribute to these impacts including:

- Airgate Aviation, with charters and service to the Bahamas, aircraft maintenance, and a full service FBO.
- American Aero Services, a restoration, maintenance, and inspection facility for aircraft, military vehicles, armor, missiles, and rockets.
- Baker Aviation, specializing in aircraft restoration, maintenance, and repair, and pre-purchase and annual inspections, as well as pick-up and delivery service.
- Epic Aviation Flight Academy, offering commercial pilot training meeting all US and international pilot school standards.

The Airport is facing a "declared distance" restriction on the 5,000 foot runway that is under review by the Federal Aviation Administration. This matter is of concern to many airport users. The Airport also has a new Master Plan under review that calls for Runway 11-29 to be extended from 4,319 feet to 5,000 feet.

- The City has commercial passenger service at nearby international airports in Daytona Beach, Sanford, Melbourne, and Orlando.

- The City is served by major arterials including interstate 95, SR 44, and US 1, as well as Interstate 4 to the west on SR 44. An interchange on I-95 at Pioneer Trail is planned that would greatly enhance connectivity to the Industrial area at the Airport and Tionia Rd locations.

- The City is served by seaports in Cape Canaveral and Jacksonville.

- Although the City's industrial land use and share of tax base is small (less than 1% for both), the industrial areas have a number of companies that have bright futures with the growth in the aviation and aerospace industries in Central Florida – including two composite makers (RiversEdge and Tiger Composites) who serve the marine and/or aviation sectors, and Advanced Machining, a state of the art machine shop.

- Clean Air: The American Lung Association 2018 State of the Air Report cited the Orlando-Deltona-Daytona Beach area (including New Smyrna Beach) as one of the cleanest areas for year round particle pollution.

It is also noteworthy to examine how many workers in the City live in the City, how many City residents leave the City for work, and how many non-residents come into the City to work – and how this compares to other cities in the County. The data is available on the County Economic Development Department website, www.floridabusiness.org.

- New Smyrna Beach has 1,903 residents employed in the City; 7,175 residents employed outside the City, and 6,596 non-residents employed in the City, for a net inflow/outflow loss of 579 (more outflow than inflow).

- Not surprisingly, three cities in Volusia County that have a lower percentage of their tax base in residential property have more inflow that outflow for resident workers: Daytona Beach, Deland, and Orange City.

This data indicates that there is considerable worker movement in the County, and those cities with the highest outflow may use that data to indicate available workers who presumably would rather be working in their City rather than leaving their resident City to go to work.

The New Smyrna Beach Farmers' Market on Sams Ave is open every Saturday morning, rain or shine, from 7 am to 1 pm. The Market is one of the longest running markets in Central Florida, organized over 20 years ago, and offering fresh fruits and vegetables from local farmers. Market organizers estimate the Market attracts over 170,000 visitors each year and generates more than $4 million in business for the Southeast Volusia area.

In 2019 new Mayor Russ Owen initiated an enhanced effort with the Chamber of Commerce to dialogue with business representatives in the City. The information gathered is a useful platform for describing both "Who We Are" and where we want to go as an economic community.

This effort had a three step approach:

1. A series of monthly meetings arranged by either business type (e.g. Tourism/Hospitality/Art) or geographic area (e.g. Canal St area businesses). The 7 meetings were attended by 133 business representatives (122 unique visitors) who filled out and submitted 48 survey forms. The survey asked the following questions, with typical responses noted (the full report is in an attachment):
    - Why did you choose New Smyrna Beach?
        - Grew up here; had family here; it's beautiful!

    - How can the City and Chamber have a positive impact?
        - More activities for networking; events; keep the small town feel, no chain stores; friendly regulatory environment for small business; stop overdevelopment; cut red tape for remodeling and building; more high paying jobs; continue re-hab efforts; Brand US 1 & bring in new businesses; complete I-95 interchange; Keep what we have at the Airport

    - Any plans to expand in the next 5 years?

- Yes

- What are your biggest opportunities/challenges/pain point?
  - Challenges: permitting frustrations, parking, high cost of rent and ownership, maintaining City charm due to more chain stores (keep national franchises limited to certain areas); events block customers; signage regulations, finding employees, city to be more business friendly and move more quickly
  - Opportunities: Great Airport, events bring customers, a great community

- Any thought of leaving in the next five years? If so, why?
  - No

- If you could change one thing about New Smyrna Beach…
  - Keep it small & support small local businesses; better vision & long-range planning; ombudsman to help navigate UC and City regulations.

2. Interviews with Business Representatives

Interviews were conducted by EDAB members, Chamber staff, and City staff with 16 business representatives spread across the City's target industries identified in the previous Plan, and the interviews used the same question format for the monthly meetings above. Typical responses noted frustrations with permitting, asking for assistance in opening new markets and customer opportunities, addressing traffic concerns and the lack of parking capacity, managing City growth, and completion of the Pioneer Trail/I-95 interchange.

3. Providing every business with information on business resources.

As noted above, in July the City included information on business resources – such as the Chamber of Commerce, SCORE, the Small Business Development Center, and the Florida Virtual Entrepreneur Center – to all 2,500 plus businesses with their Business Tax Receipt invoice. These resources are free and the events are either free or available at a nominal charge.

SWOT Analysis

The City's Economic Development Advisory Board completed a SWOT Analysis (listing Strengths, Weaknesses, Opportunities, and Threats) as follows:

STRENGTHS:

1. TOOLS that are in place: Voter-approved Tax Exemption Program, Brownfield designations, Community Redevelopment Agency (see Weaknesses, below)

2. Water Sports – a platform for helping the surfing industry thrive here

3. Water access – utilize the full potential of marinas and all water access for boating: large yacht docking & access, fishing, scuba, boat tours, Surf Museum, Marine Discovery Center, and gain positive international recognition

4. NSB Inlet and access to the sea – potential for many hi-tech and environmental companies that need the access - Develop wave energy production etc.

5. AIRPORT: utilize to its fullest potential per the new Airport Master Plan; combine lots or look for larger inventory, connect and open up Airway "Circle". (Note: Florida is number 2 among states for aviation.)

6. People want to be near the beach, or boat docks to bring their company here

7. Excellent education system

8. Excellent Sports Complex to be marketed

9. Proximity to higher education: Embry Riddle, Stetson, Bethune Cookman, UCF, Daytona State, Keiser

10. Within two hours there are five colleges with engineering programs: Embry Riddle, Daytona State, UCF, Florida Institute of Technology, University of Florida

11. Health Care Improvements – with Advent Health taking over the former Bert Fish facility and bringing more resources, it is anticipated that improvements are coming in the delivery of health care services.

~~12.~~ Large industrial property (180 acres) east of S Myrtle Ave was recently purchased and is being marketed

13. Undeveloped land available west side of I-95 – 180 acre parcel (Snowden family), a portion of which could be a business park. The City's Pre-Application program aids interested expanding or incoming businesses.

14. Cultural Icons: ACA, The Hub, Little Theater, Artist's Workshop, the Mary S. Harrell Black Heritage Museum.

15. Tourism is maintaining itself – City doesn't need to market any further, we have growing momentum that is maintained by SVAA and the Chamber

16. Many want to relocate to NSB for quality of life and start a business near where they live.

17. The Beach: Assets include the beach and the Canaveral National Seashore

18. The most recent study (2013) funded by Volusia County found that New Smyrna Beach attracts tourists who typically have higher incomes than tourists in Daytona Beach.

19. Two revitalized, historic, walkable downtowns.

20. Clean Air: The American Lung Association 2018 State of the Air Report cited the Orlando-Deltona-Daytona Beach area (including New Smyrna Beach) as one of the cleanest areas for year round particle pollution.

WEAKNESSES:

1. As noted above, the City has the third highest percentage of residential property in its tax base of all 16 cities* in Volusia County. This ranking is up from fourth in the previous plan. This indicates that residents are shouldering more of the tax burden than commercial, industrial, and other non-residential properties.

2. Utilities lacking in certain areas, including the lack of central sewer on Tionia Road. With vacant lots zoned industrial for sale, this would force a new owner to use a portion of the property to install and maintain a septic tank and drainfield. Infrastructure on SR 44 and US 1 – need to collaborate with UC to improve or install utilities to encourage business locations there

3. Permitting frustrations reported by business owners, including:
    a. Change of Use procedures which require a new owner of a business property with a permitted use that is different than the previous owner to meet current site requirements – which can include landscaping, parking and site re-configuration, more limited access points which can include new sidewalks and curbs, new fire hydrants, etc. These requirements work against bringing new uses to existing properties in a distressed commercial area such as the US 1 corridor.
    b. Lack of communication: business owners report that they are not notified of action taken on a permit, such as a denial, which adds time to the process.

4. Reliance on Tourism

5. Small businesses do not have access to larger companies in the region to quote on materials needed

6. Limited shovel-ready land available

7. Lack of leasable industrial buildings.

8. Parking Shortage in several areas including the Flagler Ave area particularly during special events

9. Beachgoers parking on Flagler Ave to avoid higher tolls, taking spaces that are normally used by shoppers.

10. SR 44 is clogged with back-ups at certain times by beachgoers.

11. Short supply of “affordable” housing

12. Lack of crosswalks in developing areas, and on Canal St at Orange.

13. Lack of Class A office space

14. Labor Pool: a lack of trained workers, including manufacturing

15. Parking shortage for the hospital.

16. Distressed US1 Corridor

17. Lack of infrastructure in certain areas, such as property across from Walmart, certain sections of SR 44, Historic Westside

18. High paying jobs available

19. Hospital future location

20. Traffic issues on SR 44

21. Aesthetics on SR 44.

OPPORTUNITIES:

1. Redevelopment of US 1 through the US 1 CRA and the approval and implementation of a US 1 Overlay Zone, which would increase the number and variety of permitted uses and capitalize on the opportunity to attract businesses that are currently not allowed, such as food processing and any light manufacturing that does not have noise, dust, or odors detectable outside the building, and does not have exterior storage.

2. Work more closely with Team Volusia to ensure that our assets are understood and that smaller companies - with 5-20 employees – are also recruited.

3. Capitalize on our core strengths

4. The Cultural Arts industry in the City is a key opportunity for growth.

5. Utilize available land at I-95 and 44

6. Develop Airport industrial area

7. Attracting water sport companies, attract hi-tech environmental sea-use companies

8. Recruit R&D and health care related companies – growing with aging population

9. Health care center expansion with Bert Fish/ Florida Hospital-Advent purchase

10. Market the New Civic Center to host events and conferences, with company meeting rooms - this offers more exposure for the City.

11. Research small, quality manufacturing companies looking to move here from other areas

12. Marina and large slip development near downtown

13. Opportunity for collaboration with Volusia County, the Transportation Planning Organization, and the Florida Department of Transportation to resolve traffic access problems.

14. Bed and breakfast and hotels to utilize for conferences, oceanfront/riverfront, downtown

15. Branding: the City should enhance its sense of place through Branding: Explore the Blue Community certification with the brand of the City has highly focused on sustainability ("Blue Smyrna"); focus on our assets including the beach, arts, and history

16. Geosam Capital LLC US Corporate Office has re-located to Venetian Bay, the first of possibly many small corporate offices near the I-95/SR 44 interchange and the outstanding quality of life.

17. The Pioneer Road – I-95 Interchange to be developed.

18. The City to become more business friendly through the permitting process.

19. A number of businesses have already adopted sustainability practices. Adopt a program to recognize those businesses and create a program to encourage more businesses to be sustainable.

20. Market the City as being a sustainable location and apply for recognition that will expand the awareness of New Smyrna Beach as a sustainable place.

21. Recognize both US 1 and SR 44 for future business development and develop creative solutions to address small or odd-shaped lots including assistance with assemblage, more flexible zoning, etc. Work to improve the aesthetics of both areas with median improvements.

22. Attract industry that creates higher paying jobs.

THREATS:

1. The possibility of terminating beach driving and the impact that will have on the business community.

2. Having the look and feel of a place with a large traffic artery, which threatens the New Smyrna Beach sense of place and branding efforts.

3. Need room to grow for industry; Edgewater and DeLand and neighboring cities are our big competition.

4. Inconsistent relationship with Volusia County for cooperation with parking and traffic problems

5. No funds available for grants now to lure incoming businesses

6. Limited State/County funding for local projects

7. Hospital could re-locate. (Note: The “Economic Development Strategic Plan, City of Edgewater, Florida, 2015” notes:

a. On p. 44: “Expansion of health care and medical facilities in the City is a leading need and priority, particularly a community hospital… Current and expected future levels of population in the Edgewater area are such that planning for a new community hospital should begin. Next steps include discussions of needs and opportunities for a community hospital in Edgewater with hospital planners for facilities in the region, such as Florida Hospital and Halifax Health, the largest providers in Volusia County.”
b. Objective 3.3, “Expand health Care and Medical Services”, includes Objective 3.3.3: “Present and discuss the master plan for the new community civic campus with potential health care providers. (ONGOING).” on p. 66)

8. Mr. Otte stated that the airport is a strength but also a threat because of the possibility of the declared distance imposition on runway 7-20 (parallel to South Street).

9. Sea level rise

10. The increasing growth of internet sales and the effect on brick and mortar store locations.

Conclusion

The City of New Smyrna Beach is very well positioned:

- It offers residents a much-revered quality of life in an attractive, natural setting;
- It offers visitors an experience of natural beauty and “authentic Florida” along with revitalized, walk-able historic downtowns, producing a “laid-back” feeling that wins high compliments. These features have produced a high quality of life with a tourism driven economy, and the highest income tourist group (as identified in the Volusia County Tourism Study dated February, 2013).
- It is the home of many successful local, independent small businesses.
- It is an internationally acclaimed surfing location,
- one of the oldest cities in Florida, and
- A center for the arts as the home of the Atlantic Center for the Arts and numerous art galleries.

Through the identification of target industries for existing business expansion, and new business attraction; and a five year Action Plan, there is the expectation that the overall goal of continued good economic growth will be achieved.

The direction the plan is taking is to focus on selected aspects of the local economy for expansion. These selected sectors are believed to:

- Be the best fit for the available land assets
- Be the best fit within the context of existing industry;
- Have the best potential for providing higher wage jobs

*There are actually 17 cities, but Flagler Beach, with 100% residential, is not included.

VISION: ENHANCING WHO WE ARE

In order to fulfill the City Commission mandate for redevelopment of distressed commercial areas, and to expand existing companies and attract new companies with higher paying jobs, it is recommended that existing business expansion efforts and new business attraction efforts focus on business sectors that we already have that offer the best chance for growth. The targeted industry sectors from the 2016 plan are again recommended:

Target Industries for New Smyrna Beach Retention, Expansion, and Recruitment

- Aviation and Aerospace
- Creative Class, including High Tech
- Light Industry, including Manufacturing
- Medical
- Professional Office, including Corporate Headquarters (Note: A public announcement was made on September 25 that Geosam Capital - owners of Venetian Bay and the 900 acre, undeveloped property in the NE quadrant of I-95/SR 44 - is moving its US Corporate Headquarters to New Smyrna Beach with 15 employees.
- Recreation

As a point of reference, the targeted industries for three other economic development agencies are listed below – and some of these have changed since the 2016 plan:

Enterprise Florida – responsible for marketing Florida to attract new businesses

- Cleantech – solar, biofuels, fuel cells, etc
- Life Sciences – biotechnology, medical device manufacturing, pharmaceuticals, health care
- Information Technology – photonics/optics, digital media, software and computer systems, design, computers and microelectronics, telecommunications
- Aviation/Aerospace
- Defense & Homeland Security
- Financial and Professional Services
- Manufacturing
- Headquarters
- Logistics & Distribution

Metro Orlando Economic Development Commission – the lead economic development marketing organization in the Orlando Metropolitan Area (consisting of Orange, Osceola, Seminole, and Lake County) has the following target industries:

- Corporate Headquarters & Regional Offices

- Advanced Manufacturing
- Life Sciences & Healthcare
- Aviation/Aerospace & Defense
- Innovative Technologies

Team Volusia is the public/private organization that is tasked with business recruitment. New Smyrna Beach is a member of Team Volusia. Team Volusia's Target Industries are:

- Aviation & Aerospace
- Advanced Manufacturing
- Customer Support Centers
- Logistics and Distribution
- Entrepreneurship and Innovation
- Headquarters
- Motion Picture and Video Production
- Professionals Services

Following up on Business and Citizen Input, the Plan identifies areas for future Economic Development efforts:

<u>Redevelopment of US 1</u>

(Please see the attachment sections on US 1)

Redevelopment of US 1 is one of the focal points of the first ten years of the CRA; however, the resolution approved by Volusia County effectively prohibits the use of CRA funds for business property improvement grants. US 1 has immediate challenges – as well as opportunities:

- At one time there were five new car dealers on US 1 – now there are none. Four are now used car or boat vendors, and one has several businesses including a roofing company. These uses – almost any uses – are preferable to having vacant properties.

- There are over 100 parcels on US 1 between Canal St and Industrial Park Drive, with 11 Car service businesses, 9 motels, 9 Used Car dealers, and 6 gasoline/convenience stores per a 2017 report. Two of the motels are currently for sale – the Blue Heron (which has an adjacent vacant lot under separate ownership), and the Shangri La. These properties could be purchased by the CRA, but only for use as publicly-owned spaces.

- The movie theatre on S US 1 had been closed and a new theatre operator has renovated the building and it has been re-opened for several years.

- In addition to the former new car dealerships purchased in the past several years, other large properties on US 1 that were for sale that have been purchased include:
    - the FEC property South of Canal St, west of US 1, was purchased several years ago by the Silvestri Group and is now being actively marketed. There has been interest expressed in the parcel at the Southeast corner of SR 44 and Myrtle Ave.
    - the former Daytona Beach Community College building at the southeast corner of Wayne and US 1 was purchased by Dr. Rahesh Ailani who owns other properties on US 1 including his office near Turnbull Bay Rd. This building was perhaps the most distressed location on US 1 due to its size. Dr. Ailani has renovated and re-purposed the building as an Adult Assisted Living Center (no CRA funding).
    - the former collision center building W of US 1 and S of the airport area was purchased several years ago and is now the scooter store that was previously located in leased property at the Northeast corner of US 1 and Faulkner Ave.
    - the former Smyrna Motel in the Southwest corner of US 1 and Turnbull Bay Road was purchased, demolished, and a Dollar General Store was constructed several years ago with an upgraded façade;
- Several prominent properties on South US 1 are now for sale or lease:
    - the former ABC Fine Wine and Spirits store on S US 1;
    - the former Kenny's Liquors at the South end of the New Smyrna Plaza
    - The former Specialty Marine store across from the library
    - The former gas station/convenience store North of the former ABC

The City Commission recently repealed the requirements in place for two years that required landscaping and parking per current requirements for buildings vacant for longer than six months – which in one location would have eliminated about 20 parking spaces… that location remains vacant.

There have been several business proposals for buildings on US 1 that to date have not materialized due to City zoning requirements, or FDOT requirements. In order to make significant progress on US 1 it is imperative that a new zoning district be created to

allow a wider variety of permitted uses and more flexibility in the administration of change of use procedures, parking, landscaping, and signage requirements. Desired new permitted uses include:

- Food processing
- Food and beverage manufacturing
- Light manufacturing to include personal care products
- Light manufacturing that does not include outside storage of either raw materials or finished product, and that does have detectable noise, dust, or odors outside the building

Two other cities in Volusia County – Port Orange (for US 1) and Orange City (for 17-92) have made similar revisions to their Land Development Regulations to encourage commercial redevelopment in their historic commercial corridors.

Other revisions to the Land Development Code requested by business owners include:

- Flexibility in the administration of change of use regulations
- Elimination of landscaping requirements for the sides and rear of properties
- Phased in requirements for frontage landscaping and continued consideration for large potted plants for paved areas.
- Elimination of the requirements for trees as landscape material on US 1 as it blocks signage.

In addition, following these changes in the Land Development Regulations, the Planning Department (or consultant) should conduct a planning session similar to the "neighborhood plans" done for the Historic Westside, Coronado Island, and other neighborhoods. From this effort would come a clear identification of the image and future of US 1 – similar to the effort that started with "the North Causeway area" and developed "Coronado Island".

US 1 is the "historic small business corridor" for the City, and while accurate it may not provide the desired enhanced image for the corridor. This topic deserves further study.

<u>Canal St Area</u>

The identification of "the creative class" is usually credited to work by Richard Florida, who has written several books concerning the shift in the American economy to creative

and knowledge based jobs. The author lists the factors that attract creative class individuals and the jobs they bring, and there are several areas in the City of New Smyrna Beach that fit this description, with perhaps the most prominent being Canal St. At the present time Canal St is best known for its recent redevelopment with new restaurants and shops in a historic commercial, walkable setting. Canal St presently hosts several enterprises that fit the description of creative class and knowledge based businesses, including the following:

- Shok Idea Group – whose website lists the company's product as "branding and media strategies". This company moved to Canal St from Flagler Ave and is located on the second floor of the building owned by Richard Rosedale at the SE corner of Canal and S Orange.

- Architect Jay Pendergast, whose work includes the Total Vision building on the SE corner of US 1 and Canal St; and the Pat Collado real estate office on the NE corner of Flagler and Cooper;

- Anderson Dixon, Engineers

- The HUB on Canal – an arts consortium with studios and gallery space with art for sale;

- Several restaurants in the Canal St area

- NSB Brewery – a micro-brewery.

- Wellness businesses in the 500 block of Canal St and N Orange.

Quoting the 2010 CRA Master Plan Update, "Residential and Employment must return to the downtown to re-establish proximate, sustainable purchasing power to support retail." Recent residential in the Canal St area includes:

- The Tabby House development South of City Hall on Julia St near Canal St has 11 of the 17 mixed-use residential and commercial lots improved or under construction.

- The RiverWalk condominiums on the North Causeway are under construction with over 200 units at buildout, priced in the mid $300ks to over $500k – a short walk from Canal St.

- There are two assisted living facilities near Canal St: Lexington Place on Myrtle Ave at SR 44 offers independent living, assisted living, and memory care services, recently opened. The Alba Court Assisted Living project is

under construction on Washington St near City Hall. The facility will provide 109 beds.

The new Brannon Civic Center provides more opportunities for economic development in the hospitality sector as well as bringing more people to visit the City. Many visitors eventually become residents, and business owners may bring their companies with them. The new Civic Center has the potential to attract business meetings from out of town groups, and there is an opportunity for a boutique hotel in the Canal St area to serve business groups during the week as well as weekend vacationers. Probably for the first time in its history, Canal St now has the full lineup of restaurants and shops to entice visitors without having to rely as much on beachgoers.

There are several possible locations for siting a boutique hotel:

- The presence of Volusia County buildings in the Canal St area, on Riverside Drive from Canal St North to Julia St. The future of these two buildings was a topic of discussion by the Economic Development Advisory Board on September 18, 2013, and it was reported that some Volusia County officials would be open to "starting the conversation" about the future of the county office building at the NW corner of Canal St and Riverside Drive. On the other side of the driveway entrance to the parking lot is another county building, the courthouse serving the area. There has been no substantive discussion on this topic since the subject was reviewed at the 2013 EDAB meeting, and the County courthouse building has been vacant for two years.

- There has been some interest expressed by hotel owners in the possibility of re-purposing the Utility Commission Building on Canal St at Magnolia into a hotel.

South of the Canal St area is the "medical district", the location of Advent Health New Smyrna. Quoting from the 2010 CRA Master Plan Update, "The Hospital is an important community service and employment base that should be supported in its future growth plans and actively engaged by the community to create a healthcare area." The hospital is the largest employer in the City with over 600 employees and a huge presence in the local economy. (See above "Threats", regarding the potential for the hospital to move.)

I-95 and SR 44 area

This area is an "Activity Center" on the Future Land Use Map and as development proposals come forward sites will be rezoned to Planned Unit Development. The

area is bordered to the west by Hughes Road/Hunting Camp Road (over 1 mile west of Airport Road, Venetian Bay), which is the western border of the City limits and the starting point for the Samsula area plan (which maintains the rural character of the Samsula area).

This area has some distinct advantages over the I-95 exits immediately to the north and south:

- The exit to the north, the Port Orange exit, is largely developed.
- The exit to the south in Edgewater is at the intersection of CR 442, which dead ends just west of the exit. There is relatively little development in this area, and it may be a good candidate for distribution centers or other developments related to trucking. (Note: there are two large developments planned for the West side of I-95 at SR 442: Restoration, and Deering Park. The "Economic Development Strategic Plan, City of Edgewater, Florida. P. 32 notes, "There is ample vacant land near the I-95/SR442 interchange to support business and industrial park development and a range of commercial uses. Some of this opportunity on the west side of I-95 will be captured by the proposed Restoration DRI and Deering Park PUD.) The plan notes on P. 29: "The concept of extending SR 442 to SR 415 or even further to the SR 417 GreenWay Expressway has been raised. Those proposals and concepts would greatly improve commuting linkages between Deltona, Orange City, DeBary, or Daytona Beach and Edgewater thus allowing Edgewater to become more integrated into the mainstream of future economic growth in the County."

By contrast, the intersecting road at the New Smyrna Beach exit – SR 44 – is a cross-state highway connecting Crystal River and the Gulf to New Smyrna Beach and the Atlantic Ocean. It is also the route taken for beachgoers from Orlando coming off I-4 further west. FDOT studies show that on weekends traffic counts can increase 40%. Average daily traffic counts on SR 44 vary by location, with some counts near the Old Mission/Wallace intersection further east at 26,500.

Each quadrant of this intersection will be viewed separately:

- Northwest – this area has the Wal-Mart store and 8 available out parcels, as well as a gas station for sale and the 800 acres of property owned by the Utilities Commission, City of New Smyrna Beach (UC). The out-parcels are owned by the Regency Co in Jacksonville and are being prominently marketed at events such as the International Council of Shopping Centers annual conference held in Orlando in August. The UC

property was discussed at the May 21, 2014 meeting of the EDAB and was presented as having significant wetland areas on the site, perhaps over 50%.

- Northeast – this area has two parcels:
    - A 900 acre parcel that occupies most of this quadrant is owned by Geosam Corporation, a Canadian firm that purchased the golf course and undeveloped properties in the Venetian Bay several years ago. The area on SR 44 is being planned for commercial development (including the area East of Sugar Mill Rd), while the Northern section of the property has been zoned and platted for the residential units in the Coastal Woods subdivision.

- Southeast - this area has a commercial subdivision and a vacant property
    - There is a commercial subdivision with eight lots closest to the Interstate. Before the recession there was interest from a hotel developer for a site in this subdivision, but that interest evaporated with the recession. More recently, Florida Hospital (now Advent Health New Smyrna) built a 36,000 sq foot, aesthetically pleasing medical office building on the corner which provides a strong, positive impression to travelers entering the City as to the economic vitality of the City. It links well with the gateway feature immediately to the west which notifies travelers that they are in the City of New Smyrna Beach. Together these landmarks are significant “place-making” features.
    - Adjacent (to the east) of the eight-lot subdivision is a large tract in the city limits that is zoned A-1 for agricultural uses. There have been no inquiries on this site and no plans by the present owner to change from agriculture uses.
    - There is also a vacant gas station – now vacant for several years - for lease.

- Southwest – this property has been actively listed for sale for several years. The family that owns the property has assembled adjoining properties to extend their ownership to the area of the traffic signal installed by Wal-Mart several years ago. The property is zoned PUD, with

the general intention of having typical interchange type businesses fronting SR 44 including a gas station and fast food restaurants, and a RaceTrac gas station opened about 2 years ago, and signs announcing a Holiday Inn Express and a Florida Roadhouse Restaurant have been up for about that long. Property owners have stated they are planning a recreation attraction on the property as well as a conference hotel and a business park. The property's location on the South side of the road makes for convenient in and out turning movements for beachgoers from Orlando coming to SR 44 from I-4 to the west.

Airport

As the data provided above from the recent Florida Department of Transportation Report indicates, the Airport is a strong contributor to the economy of the City and Southeast Volusia. The Airport area includes the Airport Industrial park as well as the industrial areas nearby on Turnbull Bay Rd and Tionia Rd.

The airport has several undeveloped lots and areas along US 1 that are available for development. These are other areas are planned for future uses in the recent update to the Airport Master Plan.

The Airport is facing some challenges listed above including the potential of the "declared distance" to be imposed on the 5,000 foot runway (7-20) that would shorten its available length. This matter is being negotiated by the City and its consultants and the FAA, and one aviation business owner interviewed expressed the view that the City needs to "stand up" for the Airport and preserve what is now in place.

The Update to the Airport Master Plan also recommends the lengthening of runway 11-29 to 5,000 feet.

Development on SR 44

There is a great deal of interest in commercial development on SR 44 between I-95 and Myrtle Ave. In the past 10 years there has been significant development, with the opening of Home Depot, Murphy Gas Station, Dunkin Donuts, ABC Fine Wine and Spirits, the purchase and lease up of the Plaza 44 property (the "shadow stores" adjacent to the former K-Mart), and the AdventHealth Medical Plaza Medical Offices mentioned above. Approvals have been given for the construction of a Hyatt Place Hotel on the site of the former grocery-centered strip center behind Dunkin Donuts on Third Ave, but construction has not yet started. An on-going challenge is the continued vacancy of the former K-Mart building at SR 44 and Old Mission. The redevelopment of that site will require the building to be demolished and a smaller building with parking

taking up much of the former building site to be constructed with Old Mission as the primary entrance.

The SR 44/Glencoe intersection has had two significant development approvals with the opening of the Chrysler Jeep Dodge dealership on 11 acres in the NW quadrant; and the 200 plus unit Beacon luxury apartments under construction on the SW corner. The SE corner continues to be vacant.

This intersection suffered with a lack of sewer until the City and the UC partnered in a Municipal Assessment project several years ago to bring sewer to the area. Such project require the benefiting property owners to pay for their fair share for the cost of the improvements, either at the conclusion of the project or financed (with interest).

It is anticipated that SR 44 will continue to be an area of great interest for commercial development.

The City limits to the West on SR 44 extends to Hughes Rd. At that point the unincorporated area begins and is part of the Volusia County Samsula Local Plan, which extends to west beyond CR 415. The Samsula Local Plan provides strict land use controls in the Samsula area.

Economic Development in the Historic Westside

The Historic Westside at one time had many business locations, typically is residential-styled buildings, but most of these have been gone for many years. Washington Street has some business activity: the Washington Street Crossing Consignors Depot and the art business and barber shop in the Hill Family buildings West of Dimmick St; The Gainous – Wynn Funeral Home constructed a new building several years ago; and it is anticipated that the Alonzo “Babe” James Community Center expansion from several years ago will continue to provide area caterers with more opportunities for catering events.

The area of Dimmick and Julia near Washington have had 8 new affordable housing units constructed in the last four years, with another duplex to break ground in 2020. These units are a partnership between the New Smyrna Beach Housing Authority, Volusia County, and the City. Southeast Volusia Habitat for Humanity has also been active, and a duplex was built with a contribution from the CRA on Sheldon St several years ago.

Concerns in the Historic Westside include the presence of septic tanks and undersized water lines, the need to upgrade the housing stock, the need for a parking lot to be

constructed near Pettis Park (planning is now underway), and the need for an Update of the Historic Westside Neighborhood Plan – the first plan prepared, in 2011.

Beachside

The main attraction for the City's tourism-driven economy is the Beach! Beachside commercial areas include the former downtown for Coronado Beach: Flagler Ave, which has benefitted greatly from the opening of two flag hotels: the Hampton Inn in 2012 and more recently the Springhill Suites by Marriot. A bed and breakfast location that was a CRA project – Inn on the Avenue – also opened several years ago.

Third Ave and South AIA are also commercial locations, and a Hyatt Place hotel project has been approved for the vacant, former grocery store – centered strip center behind Dunkin Donuts. A national coffee shop chain has also expressed interest in being near this site.

In addition to enjoying the beach, surfing and fishing, the City has other beach amenities as well, including Smyrna Dunes Park to the north and the Canaveral Seashore to the South.

Branding the Business Districts

All of the City's Business Districts need to be identified and mapped; and a plan prepared for each district. The plan would list:

- the characteristics in each district that positively distinguish it from other areas
- the assets of the district that are the basis for existing business growth and future business attraction
- the challenges the district faces and how those can be addressed
- the methods for marketing the district to include a district brand, signage, website and social media, and other marketing tools. The development of a district brand follows the example of certain residential districts in the City who have done so:
    - the Westside neighborhood was the first to have a City plan prepared, and residents branded the neighborhood as "the Historic Westside". A photo of the Mary S. Harrell Black Heritage Museum was chosen to be portrayed on neighborhood banners.
    - Another City Plan was prepared for the North Causeway area, and residents chosen "Coronado Island" as their brand.

- if one does not already exist, provide support for the formation of a business group for the district. The purpose of the group is to:
    - keep business owners and managers informed of plans for the district, especially anything that would affect business operations such as capital projects that would impact customers' ability to visit the business location; upcoming changes in regulations; opportunities for marketing and business growth;
    - Give the business owners and managers the opportunity to develop district-specific recommendations such for the City to consider such as Design Guidelines to maintain the scale and enhance the character of the built-environment of the district; and beautification initiatives such as improving landscaping in medians.

General Business Needs

One of the key recommendations of this Plan Update is to assist the existing businesses with information that will help them grow. This can be done in a number of ways:

- The Southeast Volusia Chamber of Commerce offers networking events and training sessions on business topics. It is suggested that the Chamber, the City, or another group host at least one networking event be held monthly, on the same day every month, and ideally at the same location. This would make the event easier for business owners to remember, and it would be best if the location had food and a full range of beverages available for attendees to order and pay for.
- The Chamber also from time to time offers training classes, and it is suggested that the most recent 'lunch and learn" session of "Grow with Google" be replicated to hold a lunch and learn every month or every other month, open to members and non-members.
- The topic of having a "franchise free district" was mentioned at one of the City business meetings. This concept should be researched and vetted with the City Attorney, and provided in a Planning Department report. Many residents now believe there is some sort of prohibition of chain stores and restaurants in the Canal St and Flagler Ave areas, but in fact no such prohibitions exist. The lack of such stores is likely due to small buildings and small lots. One area where the

entrance of chain stores to a historic commercial area can be viewed is Park Ave in Winter Park.

- Small Business Assistance Resources are available from SCORE, the Small Business Development Center at Daytona State, the Florida Virtual Entrepreneur Center (free to New Smyrna Beach entrepreneurs since the City is a member), and other organizations like the Southeast Volusia Chamber of Commerce. These groups represent a wealth of resources which seem to be, from ongoing conversations with business owners, largely unknown. Volusia County is planning to launch a county wide effort to broadcast the availability of these resources.

- In the last ten years the City has participated in two EPA grants that provided 100% funding for environmental contamination studies on specific sites where pollution was suspected. This service is very valuable to property owners and buyers as Phase 1 studies (identifying previous uses and permitting for underground tanks) cost on the order of $5,000, while Phase 2 studies can cost $20,000 or more. City staff is again applying for this funding.

- In addition to providing information, City-wide “shop small” type campaigns are needed to increase sales for brick and mortar stores in the on-going grow of internet sales.

The Market for Business Attraction

In order to attract new businesses in the targeted industry sectors, the City must be aware of what the competition is offering as incentives – the competition being other jurisdictions. In August Team Volusia issued an incentives report listing state incentives as well as a survey of what 11 cities in the County are offering with local incentives. The median number of incentives offered is 6, the number offered by the City of New Smyrna Beach. The most incentives offered was 17 by Ormond Beach. (The survey is in the attachments.)

Working with Partners

The achievement of many recommendations in this Plan Update are, in varying degrees, dependent on having a good working relationship with the City’s Partners, such as Volusia County, Team Volusia, and other agencies including the Federal

Aviation Authority. These relationships need to be nurtured with frequent and open communications.

Conclusion

All of the text to this point indicates the City is very well positioned for a certain type of economic growth: Without many large industrial tracts and many vacant industrial buildings, and with a distressed US 1 corridor and many small businesses looking for new markets, the City needs to focus efforts on:

- Redevelopment
- Economic Gardening: assisting the existing small businesses with stabilizing and expanding – by assisting with permitting, providing referrals to expert services from other agencies, providing With these strengths and opportunities, and mindful of our weaknesses and threats, the City will move forward to accomplish its vision by building on its strengths and capitalizing on its opportunities.
- Assisting new entrepreneurs prepare to launch their businesses.
- Attraction efforts for companies in targeted industries and preparing and marketing sites.

Action Plan

The Action Plan provides a specific guide for accomplishing the goals set forth in the previous section for “Enhancing Our Vision”. This guide identifies the task, the person or group to accomplish the task, and the date for accomplishment. The Annual Report will reflect the accomplishments.

Tasks for CRA/Economic Development staff

1. Prepare a request to revise the Volusia County Delegation of Authority Resolution for the CRA and the Capital Improvements Plan
   Responsible Person: CRA/Economic Development Director and Team Volusia, TPO, and others.
   Schedule: CRA and City Commission in October; County Council in December
   Objectives:

   i. Prepare a request to revise the Volusia County Delegation of Authority Resolution to allow private property grants to be funded with City-contributed dollars by eliminating the requirement that County-contributed dollars must be matched with City-contributed dollars. County-contributed dollars with continue to be restricted to expenditures for Capital Projects; and to eliminate the requirement that landscaping may only be a permitted expenditure if the landscaping is attached to a Capital Project.
   ii. Request a revision of the CRA Capital Improvements Plan to utilize anticipated additional revenue and adjust budget allocations for the Jefferson Ave Parking lot to serve Pettis Park, and increase allocations for business development and affordable housing.

2. Goal: Redevelop three locations on US 1 - principally following the provision of new tools for redevelopment through the US 1 Overlay District and CRA funding authorization for private property grants.

Responsibility: CRA/Economic Development staff

Schedule: On-going

Objectives

a. Support the preparation of the US 1 Overlay Zoning District by the Planning Department.

b. Identify areas where CRA funds can be used for capital improvements to assist a business move into or improve a US 1 location regardless of the provision of new tools.
c. Attract new businesses to vacant locations on US 1.
d. Develop necessary tools including CRA programs to authorize the CRA to award private property grants with City-contributed CRA funds for façade/capital improvement grants, as well as small, independent business lease subsidies; and the preparation of a US 1 Overlay District (both tasks depend on others outside of the CRA/Economic Development Department).
e. Ensure that US 1 sites for sale are listed on www.volusiasites.com, the website managed by Team Volusia.
f. Redevelopment efforts include new uses for existing motels, including possible CRA purchases for small business incubators, or private purchase for dorms, art galleries, or other uses.
g. Continue with the US 1 median plan, seeking FDOT funding in step 2 of the process (FDOT has approved the conceptual landscaping plan in step 1).

3. Goal: Assist in the establishment of three existing in-city business expansions, new business start-ups, or new business locations

Responsibility: CRA/Economic Development Director

Schedule: Calendar year

Objectives:

a. Establish and market a City “Small Business Desk” to provide concierge services for local existing businesses, start-ups, and new businesses to be staffed by existing City employees: the CRA/Economic Development Director (hereinafter called “the Director”), and the Community Resource Coordinator (hereinafter called “the Coordinator”), with assistance as needed by other City staff in the Planning, Engineering, and Building Departments, as well as staff at the Utilities Commission. The Desk will formalize what is currently being done to help existing small businesses and start-ups and provide more intense follow-up. Currently the Director and the Coordinator carry out many such duties including advising local business owners, making arrangements for pre-application meetings, and making referrals to partner agencies such as the Small Business Development Center at Daytona State, SCORE, and the Florida Virtual Entrepreneur Network (example: FLVEC profile from “The Florida Local”).

b. Maintain communication with businesses in targeted sectors and selected large businesses:

a. Send a flyer with Business Resources mailed to all existing businesses with the Business Tax Receipt invoice
b. Visit 100 businesses in targeted areas to learn how the City can have a positive impact and what opportunities and challenges they are currently facing.

c. Strengthen partnerships and work with partners for business expansion and start-up including the Southeast Volusia Chamber of Commerce, the Volusia County Department of Economic Development, SCORE, the Small Business Development Center at Daytona State, the Second Wednesday Club, merchant groups in the City, and CareerSource.

d. Provide Economic Gardening information upon request of any business through partner agencies to assist existing businesses open new markets and increase sales, for example, seeking and providing bidding information for Central Florida aerospace companies to local suppliers.

e. Provide information and general support for any business or activities that will build on the City's reputation in areas that are attractive to Technology entrepreneurs, including food-related activities, environmental sustainability efforts, recreational opportunities, walkability, social gathering places, and inclusivity.

f. Support and encourage the use of surplus business space to be used as co-working space for small businesses.

g. Prepare a video to guide small businesses in launching in New Smyrna Beach.

4. <u>Goal: Increase the number of businesses utilizing sustainability practices and enhance the City's reputation as a resilient, sustainable community</u>

   Responsibility: CRA/Economic Development Director working with the Visitor's Bureau and other partners

   Schedule: Calendar Year
   Objectives:
   a. Create a "green business program"
   b. Market the City as a sustainability focused community – "Blue Smyrna"

5. Goal: Attract new businesses – at least one in our target industry sectors, including short-term schools offering certifications including cooking schools and the arts

   Responsibility: CRA/Economic Development Director working with Team Volusia and the Southeast Volusia Manufacturing & Technology Coalition

   Schedule: Calendar Year

   Objectives:
   a. This is an on-going effort that includes helping new business prospects find and conduct due diligence on potential sites. The Director and Coordinator meet with the prospect and assists them by sending available site locations that would fit their needs, and providing other information including demographic information in 1-3-5 mile rings and traffic counts for a specific site, community profiles, and information on the workforce pipeline and capacity. Partner agencies including the Southeast Volusia Manufacturing & Technology Coalition; Team Volusia; and the CEO Business Alliance.

   b. Ensure that sites for sale are included in www.volusiasites.com.

   c. Continue to work with partners including Team Volusia and the Southeast Volusia Manufacturing & Technology Coalition to market the area, and identify prospects, and follow-up to provide needed information.

6. Goal: Facilitate site development for future commercial and industrial location for at least one site.
   Responsibility: CRA/Economic Development Director
   Schedule: Calendar year

   Objectives:
   a. Prepare and keep current a list of “underutilized properties” where new businesses could locate. Several sites deserve special focus:
      i. The former courthouse building owned by Volusia County on Riverside Dr, which could be the site of a boutique hotel that could serve as the conference hotel for business conferences held at the Brannon Center.
      ii. The 800 ± acres behind and West of Wal-Mart, owned by the Utilities Commission.

iii. The 800 ± acres across SR 44 from Wal-Mart, a portion of which could be used for the development of a business park.
iv. The commercial frontage of the Geosam property along SR 44 East of the I-95 interchange.
v. Two vacant lots (and other vacant lots in the Airport area) zoned Industrial.
vi. Sites for sale or lease on US 1

b. Work with the Planning Department for the development of a library of approved site plan organized by site size. These site plans can help guide potential buyers in determining if a site could be a good fit for their proposed development.

c. This is an on-going effort that includes helping new business prospects find and conduct due diligence on potential sites. The Director and Coordinator meet with the prospect and assists them by sending available site locations that would fit their needs, and providing other information including demographic information in 1-3-5 mile rings and traffic counts for a specific site, community profiles, and information on the workforce pipeline and capacity. Partner agencies including Team Volusia and the CEO Business Alliance.

d. Upon request, assist property owners in the Activity Center Future Land Use Designation at SR 44 & I-95 by providing information to assist in planning and development.

e. Work with Team Volusia to seek partners for the development of speculative industrial buildings.

f. The CRA area has a number of vacant lots that may or may not be suited for development due to being wet or other environmental conditions. If approved, an environmental consultant will be hired to do an assessment.

Note: some of these items are already in process.

7. Goal: Work with Airport staff to support efforts to extend Runway 11-29 as called for in the Airport Master Plan and to maintain the current 5,000 foot length of Runway 7-25, as well as supporting the implementation of the other items in the Airport Master Plan.
Responsibility: CRA/Economic Development
Schedule: Calendar Year

Objectives:

a. Work with the Airport staff as called upon to support efforts to extend Runway 11-29 as called for in the Airport Master Plan and to maintain the current 5,000 foot length of Runway 7-25, as well as supporting the implementation of the other items in the Airport Master Plan.

8. Goal: Increase the number of affordable housing units and improve existing units (either by rehabilitation or demolition and new construction).
   Responsibility: CRA/Economic Development Department
   Schedule: On-going

   Objectives:

   a. Continue to work with the Housing Authority (for rental affordable housing) and SEV Habitat for Humanity (for owner-occupied affordable housing) to acquire property and build affordable housing.
   b. Provide local support for the Housing Authority plan to replace Greenlawn units and/or the utility lines serving those units

9. Work with the SEVM&T Coalition to complete/update the Marketing Plan
   Responsibility: CRA/Economic Development Director and Team Volusia, TPO, and others.
   Schedule: Calendar year
   Objectives:
      i. Work with the SEVM&T Coalition to complete/update the Marketing Plan
      ii. Present the completed/updated plan to the EDAB and City Commission.

10. With the Planning Department, support the Farmers' Market
    Responsibility: CRA/Economic Development Department
    Schedule: On-going

    Objectives:

    a. As needed response to the concerns expressed by the Farmers' Market and resolve problems. The New Smyrna Beach Farmers' Market is one of the longest running such markets in Central Florida.

11. Continue to seek funding for Brownfield Assessment Grant funding

    Responsibility: CRA/Economic Development Department
    Schedule: Annually, On-going

Objectives: City staff is working with a consultant who is preparing the EPA grant application free of charge in the hopes (no guarantee) that they will be considered for the contract to provide environmental site assessments if the grant is funded.

Tasks for EDAB members

1. Goal: Maintain communication with businesses in targeted sectors and selected large businesses

Responsibility: EDAB members

Schedule: Results to be provided for the City's Annual Report.

Objectives: conduct business interviews with 18 businesses in the targeted industry sectors. Interview form to be sent to CRA/Economic development staff.

Tasks for other City Departments

1. Goal: Address Permitting Concerns

   Responsibility: Planning, Engineering, and Building Divisions

   Schedule: Calendar year

   Objectives:

   a. The Building Division is planning to implement new permitting software that will allow on-line applications for building permits and site plan reviews.
   b. Track and review plans and permit applications within a time frame that is considered appropriate.
   c. Permit clerks to thoroughly review the building permit applications for completeness at the time of application submittal including complete contact information.
   d. Notify applicants when a permit is approved or denied.
   e. Explore the use of planning and/or building plan review firms for times when there is an above average number of permit applications.

f. Explore a procedure for “grandfathering” certain types of applications for a new business (for example, a sidewalk café permit with no change in seating from the previous business).

g. Consider implementing a procedure for assigning specific development applications to specific staff members for improved coordination and follow-up.

2. Goal: Approval of a US 1 Overlay District

Responsibility: Planning Department or outsource

Schedule: Calendar year

Objectives:

a. Work with City staff to prepare a list of selected, desired uses for more flexible restrictions the Port Orange model) including a wider array of permitted uses, to include food processing, food and beverage manufacturing, light industrial to include the manufacture of personal care products, that does not have outside storage, dust, noise, or odors (the Orange City model);
b. Change of Use requirements reduced to Building Code and Life Safety Code requirements for selected uses (the Port Orange model)
c. Flexibility for parking requirements: allow off-site parking arrangements within 1,500 feet.
d. Landscaping requirements for change of use: fill in existing street-front landscaping areas within a specified time period not to exceed three years. Trees not required. Owners not required to install landscaping where there is no current landscaped area and not in side or rear areas.
e. Reduced setbacks and heavy landscaping or fencing requirements for dissimilar zoning (e.g. B3 next to Residential)
f. A report on the feasibility of adopting a “franchise free zone”.

3. Increasing Parking Capacity for the US 1, Canal St, and Flagler Ave area

Responsible Person: Planning Department or outsource
Schedule: Calendar year
Objectives – Prepare a report on this subject:

i. Pave the AOB site for parking and provide park enhancements near the water including benches and trees; if used as a marina, include in the agreement the use of an expanded parking area for shuttle patron parking.

ii. Explore with the Marine Discovery Center the use of parking lots for their leased facility, including the provision of free parking for MDC members only, which would increase MDC membership.
iii. Explore the possibility of using a portion of parking fund revenues to contract with a private vendor to operate a shuttle between Canal St and Flagler Ave, to utilize the AOB and MDC lots, and the City Hall area parking spaces. The shuttle would operate only during special events, and the driver would be knowledgeable of area history, events, etc. and would answer patron questions about the area.

4. Goal: Sharing permit information and organizing a library of site plans
Responsibility: Planning, Building, Engineering Divisions
Calendar: on-going
Objectives:
a. Information about permit applications would be shared with all departments. This objective may be resolved with the new building division software.
b. Work with the Planning Department for the development of a library of approved site plan organized by site size. These site plans can help guide potential buyers in determining if a site could be a good fit for their proposed development.

5. Goal: Review the Land Development Code regarding signage
Responsibility: Planning Department or outsource
Calendar: Year
Objectives: Conduct a survey regarding business concerns with signage regulations – including sandwich boards (now in progress), window murals, signage spacing for businesses with large frontage, etc. and determine if revisions are needed to the code.

6. Goal: Propose a Site Plan for a boutique hotel on County property in the Riverside/Canal St area; City Administration to request the County Council to move forward with an RFP
Responsibility: Planning Department or outsource
Schedule: Calendar year
Objectives:
a. Prepare a site plan for a boutique hotel in the same scale of the downtown area to be located on presently owned County property in the area of Riverside Dr/Canal St;

b. City Administration to request the County Council to move forward with an RFP

7. Goal: an approved Historic Westside Neighborhood Plan
Responsibility: Planning Department outsource
Schedule: Calendar year
Objectives:
a. Update the Historic Westside Neighborhood Plan
b. Determine the recently annexed areas in the Historic Westside and consider those parcels for inclusion in the CRA (would require an amendment).

8. Goal: Continue a solid working relationship with Volusia County and other Partner officials
Responsibility: City Administration
Schedule: On-going
Objectives: Have frequent and open communications with Volusia County and other Partner officials.

9. Continue to craft and market an accurate image of New Smyrna Beach
Responsibility: City Administration, New Smyrna Beach Visitors Bureau
Schedule: On-going
Objectives: Continue to craft and market New Smyrna Beach with an emphasis on key assets that help form the perception of the community: as supportive of small, independent businesses; as being health-conscious: pedestrian friendly with a growing number of walking and bicycling trails, and a center for medical services; as a long-recognized arts community; and a historic community.

Tasks for Other Organizations

1. Support for Small Business “Shop Small” campaigns
Responsibility: To be determined
Schedule: Periodically throughout the year
Objectives:
a. Increase sales for small businesses.

2. Support for Workforce Training
Responsibility: Daytona State College, Volusia County School Board, SEV Sci-Tech Charter School
Schedule: to be determined
Objectives:

b. Continued improvements in Workforce Education and Training available to Southeast Volusia residents, including programs at New Smyrna Beach High School, SEV Sci-Tech Charter, New Smyrna Beach Middle School, and Daytona State College campus on 10th St

3. Assistance from Team Volusia
   Responsibility: Team Volusia, upon request by the City Commission
   Schedule: by July 1, 2020
   Objectives:
   a. Prepare a report on local incentives, a follow-up from the August 2019 report on state incentives, to include the ordinance from each city authorizing the incentives.
   b. Prepare a report on specific industry sectors should be targeted for industrial and commercial attraction given the limited available land, and the steps and opportunities for recruitment efforts.

4. Encourage Volusia County to continue to build off-beach parking lots.
   Responsibility: Volusia County
   Schedule: On-going
   Objectives: Off-beach parking is needed as occasionally the beach parking is full and beachgoers must go elsewhere. The need for off-beach parking will grow more acute with sea level rise.

Large Projects: Work with City Administration to seek approval

1. In cooperation with the Utilities Commission:
   i. revise the site plan for the Utilities Commission building: build a surface parking lot or parking garage on the Southside of the building (another pickup point for the special event shuttle); and re-purpose the section of the parking lot fronting Canal St to become an Easterly extension of Christmas Park, and add public restrooms to that extension.
   ii. Bury electric lines in selected areas on US 1 and do not install additional electric poles on US 1.
   iii. Construct re-use lines on US 1 to serve landscaping on business frontages
   iv. Construct a City sewer line on Tionia (a Municipal Assessment Project)
   v. Determine areas with inadequate fire hydrant coverage and provide hydrants and mains as needed
   vi. Replace undersized water lines (for example, in the Historic Westside).

vii. Install City sewer service to areas presently served with septic tanks and connect those locations to City sewer. These areas include commercial properties on West Canal St and residential areas in the Historic Westside.

2. Approach churches in the areas where parking capacity needs to be increased and offer to buy an easement on their parking lots to provide that the lot will be a city-maintained parking lot for as long as the church property is used as a church by that parish, thus allowing the church to have income and continue to use the parking lot. Install signage that the lot is now available for public parking.
3. Explore advanced technology parking systems that use cameras and the customer's cell phone (rather than kiosks). Such advanced systems can provide more options and features such as free parking for two hours and payments required after two hours. An advanced technology parking system is needed to address the parking on Flagler Ave which is having more beachgoer parking since the increased beach ramp fee, and taking away customer parking for shops and restaurants
4. With a portion of parking lot proceeds, hire a shuttle service for special events on Flagler Ave with pick-ups at the Marine Discovery Center (if their property is approved for this use), the AOB, and if needed, Canal St area parking lots. If the service is successful and a market for the service is verified, the service could be expanded.
5. Design and construct a Pedestrian Bridge across US 1 in the Julia Ave Right of Way. In addition to providing needed connectivity from the Historic Westside and the City parking lot at US 1 and Canal St, the bridge would be a design feature and alert motorists to the Historic Canal St area.
6. Purchase property on the West side of US 1 near Canal St and construct additional parking.
7. Explore engaging local architects for a new initiative to offer designs that would anticipate rising waters, such as the designs pioneered in Holland and now being used in elsewhere in this country.
8. Support for Commercial Kitchen Development: New Smyrna Beach is building its reputation as a "foodie paradise", and a place where entrepreneurs and start-ups can thrive. These goals merge in an effort to support the development of a commercial kitchen, a commercially licensed facility that rents time for food preparers to use the facilities. One possible method of support is to examine kitchen city facilities including the women's club and the Alonzo "Babe" James Community

Center and determine if those locations could serve, perhaps with improvements, this purpose.

9. Support for certain Capital Projects to aid Economic Development:
    a. Key Intersection Improvements on US 1 similar to Canal St, in conjunction with FDOT:
        i. 10th St
        ii. Washington
        iii. Wayne
        iv. Turnbull Bay
        v. Industrial Park
        vi. Design features may include: buried electric lines in selected locations; e.g. at improved intersections; entry-way features overhead; improved traffic signal mast arms and lighting fixtures and poles.

    b. US 1 Improvements:
        i. Install wide sidewalks where available ROW width allows
        ii. Median improvements: Landscaping
        iii. Additional Wayfinding signs
        iv. Replacement of the name “Dixie Freeway” with a name more reflective of the desired City image

    c. Encourage the TPO and County to work with the City, Utilities Commission and other stakeholders to confirm the route for the Williamson Extension from Pioneer Trail South to SR 44 and to follow-thru to make plans for the construction and then execute the plans.

    d. Sidewalk, curb, access points, and other capital improvements required for a specific commercial or industrial development.

10. Support for transportation projects:
    a. a route for the Williamson Road section between Pioneer Trail and SR 44, and its construction
    b. the Pioneer Trail.I-95 Interchange
    c. the maintaining of the 5,000 foot length of runway 7-20, and implementation of the Airport Master Plan

d. work with FDOT to resolve beach traffic back-ups on SR 44. Explore signage (for example, at County road 415 to alert motorists from the Orlando area that the New Smyrna Beach beaches are full so they could go North to other Volusia County beaches) and use of the Visitors' Bureau app

11. Explore the use of the AOB property on the North Causeway for a private marina with an oversized parking lot to serve as a shuttle stop.

12. Improvements at the Chamber of Commerce Building:
    a. Installation of an elevator for access to the second floor
    b. Repairs to the sewer lines to improve the operation of the restrooms.

Note: At the October 16, 2019 Economic Development Advisory Board meeting a representative of the New Smyrna Beach Residents' Coalition presented the following list of suggestions for the Action Plan:

- The establishment of the small business desk at city hall
- Creative ideas for parking in the historic commercial district
- US1 Overlay zone for greater development possibilities
- Small business lease subsidies for both new and existing businesses
- Buried electrical lines and poles in select areas
- Like the Boutique style hotel but would like to see the scale of the hotel added to that and to be in the same scale of the downtown area and not the scale of contemporary hotels
- Would like the city to engage the local architects for the new initiative and to offer designs that would anticipate rising waters. Such as the designs pioneered in Holland and now being used in this country.
- Publically recognizing green initiatives by local businesses is something we could be doing immediately for businesses.

These comments are appreciated and have been incorporated into the Plan.

Conclusion

This Economic Development Plan Update is intended to include aggressive but attainable goals, grounded in economic reality and our city's enviable assets. The process of economic development is basically the attraction of investment dollars from existing business and new businesses wanting to locate here. The feasibility of making the investment is evaluated in five categories:

- Land – is there suitable building space or land available?
- Labor – is there an available workforce?
- Capital – will I be able to obtain capital for the business venture?
- Markets – are markets available for my business venture? And
- Regulation – how difficult (including the degree of uncertainty) and time-consuming is it to get my business open?

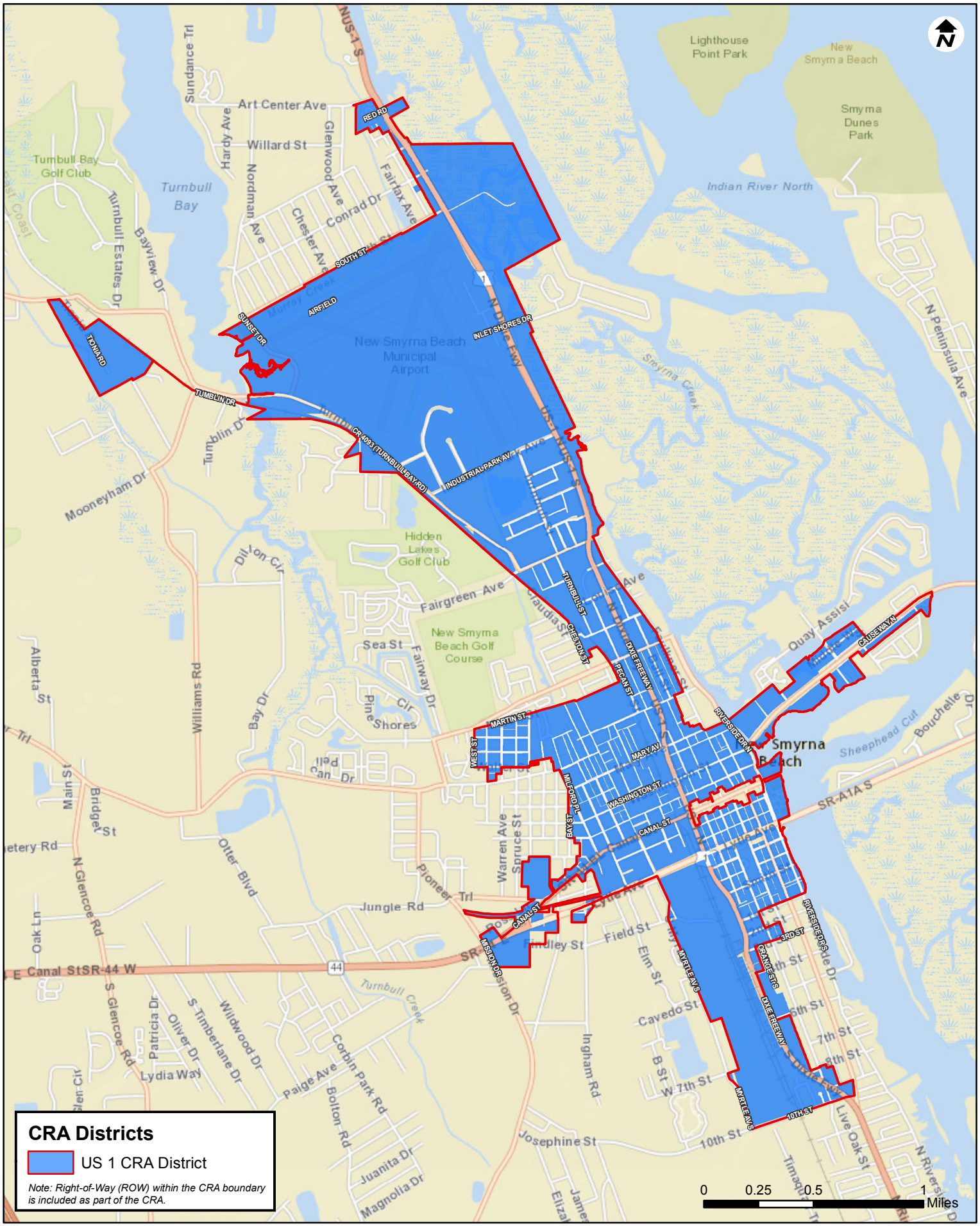
Quick answers to these five categories:

- Land - for light industry and business parks, as noted in the Plan Update, is limited. The Plan focuses on developing the available sites as quickly as possible.
- Labor – The Plan directs staff to continue working with other partners to accelerate awareness of job opportunities in our area, particularly among non-college bound high school students.
- Capital – There are many established lenders in the City as well as resource agencies such as SCORE and the Small Business Development Center at Daytona State College that provide advice on obtaining capital.
- Markets – The Plan has recommendations for implementing an enhanced Business Retention and Expansion Program, which includes efforts intended to increase awareness of potential markets.
- Regulation – There are a number of recommendations regarding regulation, including permitting and Land Development Code improvements.

The majority of businesses in the City are small businesses. All of the economic development organizations need to focus on continuing to craft the New Smyrna Beach business climate to support our small businesses, redevelop US 1, and attract new businesses that are the right fit for our community. With a clarity of purpose, and all of the partners working together, the future is bright and promising for the City of New Smyrna Beach!

US 1 CRA - New Smyrna Beach, Florida

City of New Smyrna Beach Community Redevelopment Agency



THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF A LEASE FOR THE RIVERSIDE PARKING AREA WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

April 22, 2025

Background:

The current lease with FDOT has expired. Besides the additional term length, the lease addendum clarifies that FDOT is responsible for the maintenance of the existing sea wall. This is a 50-year lease with no cost to the city. The property is used for public parking.

Fiscal Analysis:

There is no fiscal impact as the rent is zero dollars.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

City of New Smyrna - PP Lease 2025.doc
Exhibit A.pdf
Exhibit B.pdf

LEASE AGREEMENT

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: _____
F.A.P. NO.: _____
STATE ROAD NO.: A1A
COUNTY: Volusia
PARCEL NO.: 106.1

THIS **AGREEMENT,** made this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and The City of New Smyrna Beach _____ (hereinafter called the Lessee).

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of 50 years beginning _____ and ending _____. This Lease may be renewed for an additional 50 years term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor 60 days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of public parking facility for public buildings. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of $0.00 plus applicable tax, for each _____ of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to _____. Lessor reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District FIVE of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this

Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenantable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. *(select applicable paragraph)*

☒ **Lessee is a Governmental Agency**

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

☐ **Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than two hundred thousand dollars ($ 200,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than three hundred thousand dollars ($ 300,000.00) for property damage, or a combined coverage of not less than fthree hundred thousand dollars ($ 300,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be

canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon Thirty (30) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:
Kaitlynn Wines - FDOT Right of Way Property Management - 719 S. Woodland Blvd, DeLand, FL 32720

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

The City of New Smyrna Beach
Lessee (Company Name, if applicable)

By: _____
District Secretary

BY: _____

_____
Print Name

_____
Print Name

Attest: _____

Title: _____

Name/Title: _____

Attest: _____ (SEAL)

LEGAL REVIEW:

_____
Print Name

_____
District Counsel

Title: _____

_____
Print Name

ADDENDUM

This is an Addendum to that certain Lease Agreement between The City of New Smyrna Beach and the State of Florida Department of Transportation dated the _____ day of _____, _____ . In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of said Agreement:

See Exhibit "A" - Legal Description

Notwithstanding Section 5 of the Lease Agreement, the parties agree that Lessee shall only maintain that part of the seawall that is not depicted in the attached Exhibit “B” and Lessee shall have no maintenance responsibilities over the bridge supports within the leased area.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

The City of New Smyrna Beach
Lessee (Company Name, if applicable)

By: _____
District Secretary

BY: _____

_____
Print Name

_____
Print Name

Attest: _____

Title: _____

Name/Title: _____

Attest: _____ (SEAL)

LEGAL REVIEW:

_____
Print Name

_____
District Counsel

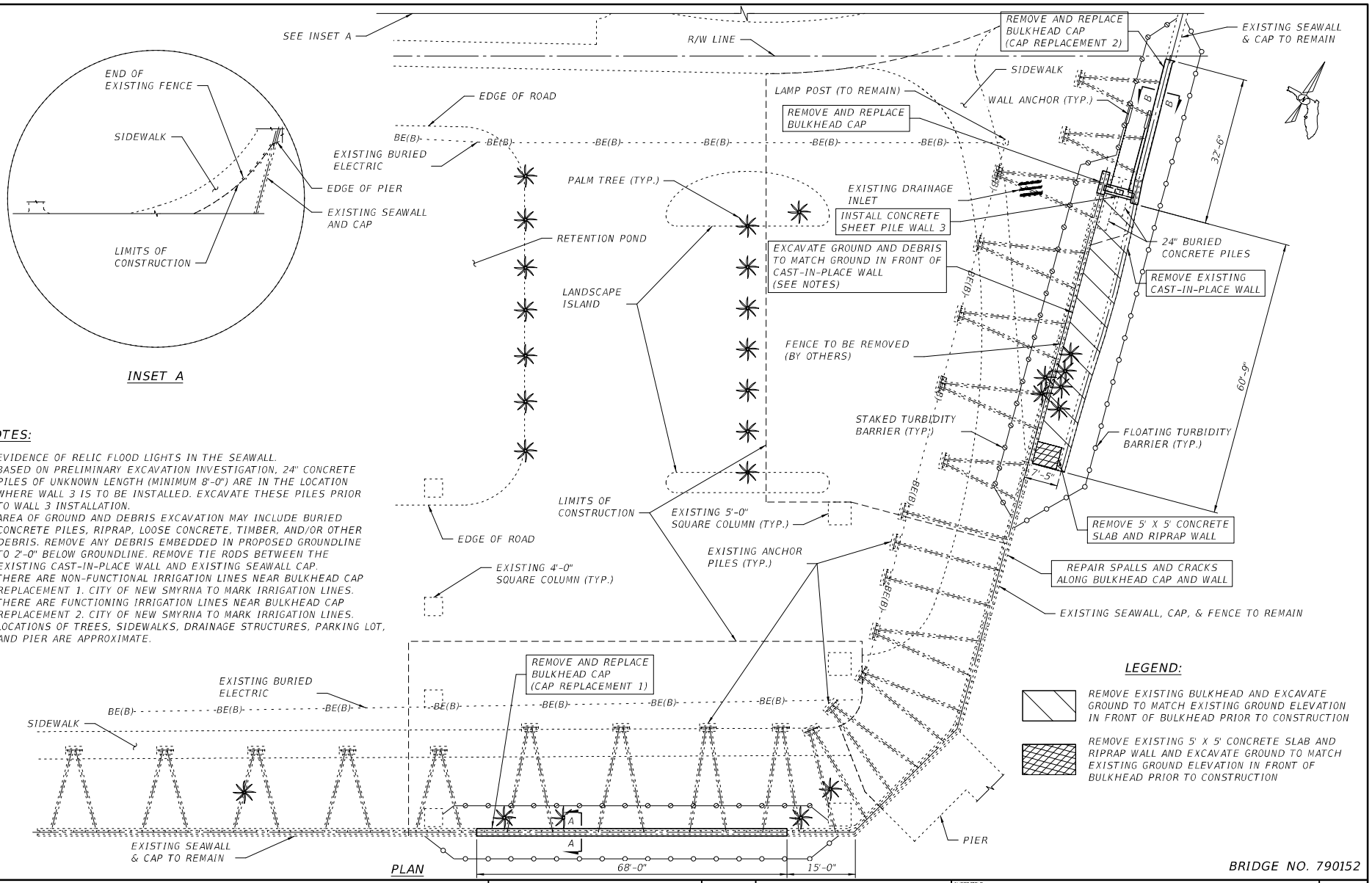
Title: _____

_____
Print Name

EXHIBIT "A"

PROPERTY DESCRIPTION

All that part of the State of Florida Department of Transportation right-of-way for the Lytle Avenue Bridge(South Causeway) in New Smyrna Beach, Florida that lies between the eastern edge of Riverside Drive and the western shore of the Indian River.



INSET A

PLAN

NOTES:

1. EVIDENCE OF RELIC FLOOD LIGHTS IN THE SEAWALL.
2. BASED ON PRELIMINARY EXCAVATION INVESTIGATION, 24" CONCRETE PILES OF UNKNOWN LENGTH (MINIMUM 8'-0") ARE IN THE LOCATION WHERE WALL 3 IS TO BE INSTALLED. EXCAVATE THESE PILES PRIOR TO WALL 3 INSTALLATION.
3. AREA OF GROUND AND DEBRIS EXCAVATION MAY INCLUDE BURIED CONCRETE PILES, RIPRAP, LOOSE CONCRETE, TIMBER, AND/OR OTHER DEBRIS. REMOVE ANY DEBRIS EMBEDDED IN PROPOSED GROUNDLINE TO 2'-0" BELOW GROUNDLINE. REMOVE TIE RODS BETWEEN THE EXISTING CAST-IN-PLACE WALL AND EXISTING SEAWALL CAP.
4. THERE ARE NON-FUNCTIONAL IRRIGATION LINES NEAR BULKHEAD CAP REPLACEMENT 1. CITY OF NEW SMYRNA TO MARK IRRIGATION LINES.
5. THERE ARE FUNCTIONING IRRIGATION LINES NEAR BULKHEAD CAP REPLACEMENT 2. CITY OF NEW SMYRNA TO MARK IRRIGATION LINES.
6. LOCATIONS OF TREES, SIDEWALKS, DRAINAGE STRUCTURES, PARKING LOT, AND PIER ARE APPROXIMATE.

LEGEND:

REMOVE EXISTING BULKHEAD AND EXCAVATE GROUND TO MATCH EXISTING GROUND ELEVATION IN FRONT OF BULKHEAD PRIOR TO CONSTRUCTION

REMOVE EXISTING 5' X 5' CONCRETE SLAB AND RIPRAP WALL AND EXCAVATE GROUND TO MATCH EXISTING GROUND ELEVATION IN FRONT OF BULKHEAD PRIOR TO CONSTRUCTION

BRIDGE NO. 790152

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kisinger Campo & Associates Corp.
2615 Centennial Blvd.
Suite 102
Tallahassee, FL 32308
Patrick D. Mulhearn, PE No. 71456

DRAWN BY:	CJW 03-23
CHECKED BY:	PDM 03-23
DESIGNED BY:	CJW 03-23
CHECKED BY:	PDM 03-23

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 44	VOLUSIA	450561-1-52-01

SHEET TITLE: PLAN VIEW

PROJECT NAME: SR 44 SOUTH CAUSEWAY WEST SEAWALL REHAB

REF. DWG. NO.:

SHEET NO.: B-4

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

8/10/2023 8:59:38 AM cwasson
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THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF PROHIBITING OVERNIGHT PARKING ON THE CORNER OF SOUTH INDIAN RIVER ROAD AND OCEAN AVENUE PURSUANT TO SECTION 70-162.

April 22, 2025

Background:

The City has received complaints from residents along S. Indian River Rd. regarding prolonged/overnight parking at the intersection of Ocean Ave. and S. Indian River Rd. This location, which serves as an open space for recreational activities such as fishing, has increasingly become a site where vehicles are left unattended for extended periods, sometimes overnight.

Key Concerns:

1. Prolonged Vehicle Parking: Residents report that some vehicles are left unattended for hours at a time, with instances of overnight parking.
2. Lack of Clarity on Parking Rules: There is confusion among residents and visitors regarding the current parking regulations, if any, governing this area.
3. Potential Public Nuisance: Extended vehicle parking may create safety concerns, visual obstructions, or unintended use of public space not intended for long-term parking.

Findings:

To address these concerns while preserving public access to recreational activities, staff suggests placing "No Overnight Parking" signs at the intersection of S. Indian River Rd. and Ocean Ave. to clarify permitted parking durations and enforcing towing or citations for vehicles camping or left overnight. Per Sec. 70-162 - Regulation of Use of Public Property allows the City Manager, with approval from the City Commission, to implement rules and regulations governing public facilities, buildings, or outdoor areas.

Staff recommends approval.

Fiscal Analysis:

Financial obligation from proceeding with this recommendation is less than $100 and is available within the current adopted budget.

Strategic Plan Item:

No

Staff Report Created By: Jason Reve - Police Captain

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF THE OF AN ADDENDUM TO THE AGREEMENT FOR SERVICE BETWEEN THE EDGEWATER ANIMAL SHELTER, INC. AND THE CITY OF NEW SMYRNA BEACH TO INCLUDE DOMESTICATED CATS.

April 22, 2025

Background:

The City of New Smyrna Beach's contract with the Southeast Volusia Humane Society for animal intake ended in December 2023, the Southeast Humane Society and the City have been unable to come to terms on a new contract. As a result, the City reached an agreement with Edgewater Animal Shelter, Inc., under the same terms and conditions of the City's expired contract. Located at 605 Mango Tree Drive in Edgewater, the shelter will provide necessary care for stray and abandoned animals, to now include domesticated cats, with the agreement remaining in effect until terminated by either party.

Findings:

The agreement for Service between the Edgewater Animal Shelter, Inc. and the City of New Smyrna Beach has been in place since December 15, 2024. Since this time (two and a half months) the Edgewater Animal Shelter has billed the city just under $1000 for services rendered.

Fiscal Analysis:

The agreement with Edgewater Animal Shelter, Inc. represents a significant cost reduction compared to the previous contract with the Southeast Volusia Humane Society, which had an annual rate of $50,000. Under the terms of the new agreement, costs are determined on a per-animal basis. Based on the average number of animals handled by the Southeast Volusia Humane Society over the past two years, the estimated annual cost of the agreement with Edgewater Animal Shelter, Inc. is projected to range between $10,000 and $15,000. This expenditure is included in the FY 2025 budget in account 00152101 534017.

Strategic Plan Item:

No

Staff Report Created By: Jason Reve - Police Captain

Attachments:

Edgewater Animal Shelter and CNSB Agreement.pdf
ADDENDUM TO THE AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND EDGEWATER ANIMAL SHELTER.docx

Agreement between City of New Smyrna Beach and Edgewater Animal Shelter, Inc.

THIS AGREEMENT (the "Agreement") is made effective 1st day of December, 2024, by and between the Edgewater Animal Shelter, Inc., a Florida nonprofit, hereafter referred to as the "Shelter," and the City of New Smyrna Beach, a political subdivision of the County of Volusia and the State of Florida, hereafter referred to as the "City."

WHEREAS, the Edgewater Animal Shelter is organized for the purpose, among others, of preventing cruelty to animals and is interested in ensuring that impounded animals are sheltered in a humane manner and

WHEREAS, the City needs to be able to house any stray animal that is in need of services and the City does not have the ability to house animals at the police station, and

WHEREAS, The Shelter agrees to accept animals from the City on a case-by-case basis. The City will notify the Shelter in advance of any canines being brought to the Shelter for acceptance, and

WHEARAS, the Shelter and the City desire to enter into an agreement to establish terms and conditions under which the Shelter will accept animals from the City on a case by case basis, and

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and provisions herein contained, it is expressly agreed and understood as follows:

1. **Term:** This Agreement shall take effect on the first day of the last signature and shall remain in full force and effect until terminated by either party.

2. **Canine Acceptance:** The Shelter agrees to accept animals from the City on a case-by-case basis. The City will notify the Shelter in advance of any animals being brought to the Shelter for acceptance. The Shelter further agrees to contact the City Animal Control Officer regarding any animal that is deposited at the shelter by a citizen of New Smyrna Beach, to allow the Animal Control Officer time to ascertain an owner for the animal can be located.

3. **Rate:** The City agrees to pay the Shelter a fee of $125 per animal accepted. This fee covers the cost of intake, housing, veterinary care, and other associated expenses related to the care of the canine during its stay at the Shelter. The Shelter will bill the City one monthly invoice to cover the cost of any animals that are received by the Shelter from the City. The City and the Shelter will establish a rate for any animal accepted by the Shelter as a dangerous dog or an abused or neglect animal. If a animal is accepted by the Shelter as a dangerous dog or an abused or neglected animal the City and the Shelter will have a separate agreement to cover the cost and expenses of those particular cases and circumstances, which maybe entered into by the City of New Smyrna Beach Police Chief.

4. **Quarantine Fee:** Any animal placed in the care of the Shelter without an identified owner will be quarantined to assess the potential for rabies exposure. The Shelter will administer a rabies vaccine to the animal during the quarantine period. If an owner is identified during the quarantine, the owner will be responsible for the costs associated with the quarantine, including the rabies vaccination. If the owner is not identified and th animal remains unclaimed, the City agrees to pay $350 for each animal that undergoes quarantine due to rabies exposure concerns.

5. **Notification:** The City will provide the Shelter with relevant information about each animal, including any known medical or behavioral issues, prior to transferring the animal to the Shelter's care.

6. **Health and Care:** The Shelter agrees to provide appropriate care, including shelter, food, water, medical attention, and socialization, to the dogs accepted from the City.

7. **Holding Period.** The Shelter agrees to hold any impounded animal without identification or microchip for a period of three days prior to adoption or destruction. Any animal received by the Shelter that has identification or microchip shall be held for a period of seven days. If the owner fails to claim the animal at the expiration of the holding period, the Shelter shall deem the animal abandoned and the animal may be disposed of by the Shelter either through adoption or destruction of the animal. Any impounded animal may be destroyed before the end of the holding period for humane reasons related to relieving needless suffering resulting from injury, sickness, or disease as provided in F.S. § 828.05. The animal control officer may direct that an animal be held by the animal impounding facility for a period in excess of the applicable holding period.

8. **Transfer of Ownership:** The ownership of the animals will transfer to the Shelter until such time as they are adopted or otherwise transferred to new owners.

9. **Adoption:** The Shelter will make reasonable efforts to find suitable homes for the animals through its adoption program. Any adoption fees collected will remain the property of the Shelter.

10. **Reporting:** The Shelt r agrees to provide periodic reports to the City detailing the number of animals accepted, their disposition (adoption, transfer, etc.), and any notable incidents.

11. **Termination:** Either party may terminate this agreement with or without cause with thirty (30) days written notice.

12. **Indemnification:** The City and the Shelter agree to indemnify, defend, and hold each other harmless from and against any claims, damages, liabilities, costs, and expenses arising from actions related to the execution of this Contract.

13. **Sovereign Immunity:** The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statues. Notwithstanding anything set forth in any section of the Contract to the contrary, nothing in the Contract shall be deemed as a waiver of immunity of limits of liability of the CITY beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the CITY for damages regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. PUBLIC RECORDS: Pursuant to section 119.071(2)(a), Florida Statutes, the CITY is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE SHELTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-410-2600, CLERK@CITYOFNSB.COM by mail, CITY OF NEW SMYRNA BEACH, Attn: CITY CLERK, 210 SAMS AVE, NEW SMYRNA BEACH, FL 32168.

By entering into this Agreement, the Shelter acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under this Agreement are public records subject to the public records disclosure requirements of section 119.071, Florida Statues, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.071, Florida Statutes, any contractor entering into a contract for services with the CITY, including the Shelter is required to comply with the following:

(a) Keep and maintain public records that ordinarily and necessarily would be required pursuant to this Agreement;

(b) Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY;

(d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in the possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY;

(e) Requests to inspect or copy public records relating to the CITY'S contract for services must be made directly to the CITY. If contractor receives any such request, contractor shall instruct the requester to contact the CITY. If the CITY does not possess the records requested, the CITY shall immediately notify the contractor of such request, and the contractor must provide the records to the CITY or otherwise allow the records to be inspected or copied within a reasonable time. The Shelter acknowledges that failure to provide the public records to the CITY within a reasonable time may be subject to penalties under section 119.10, Florida Statues. The Shelter further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving written authorization from the CITY. The Shelter shall indemnify, defend, and hold the CITY harmless for and against any and all claims, damage awards, and causes of action arising from Shelter's failure to comply with the public records disclosure requirements of section 119.071, Florida Statutes, or by Shelter's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney fees and costs arising therefrom. The Shelter authorizes CITY to seek declaratory, injunctive, or other appropriate relief against the Shelter from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

15. **Entire Agreement:** This Contract constitutes the entire agreement between the City of New Smyrna Beach and the Edgewater Animal Shelter and supersedes all prior understandings, agreements, or representations, whether oral or written.

16. **Amendments:** Both parties will provide each other with at least 30 days advance written notice of any proposed changes to this Agreement. Any amendment to the Agreement shall be in writing and mutually agreed upon by both parties.

17. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the state of Florida.

[Intentionally left blank]

IN WITNESS WHEREOF, the EDGEWATER ANIMAL SHELTER and the CITY of NEW SMYRNA BEACH, have executed this Agreement for Services, effective on the date and year set forth above.

EDG R ANIMAL SHELTER, INC

BY: Roxanne R Hicks
NAME: Roxanne R Hicks
TITLE: Executive Director
DATE: 11-18-24

ATTEST:
BY: Dennis Oakley
NAME: Dennis Oakley II
TITLE: Animal Control Ofc.
DATE: 11-18-24

CITY OF NEW SMYRNA BEACH

Mayor Fred E. Cleveland

DATE: 1-21-25

ATTEST:
BY: Kelly McQuillen
NAME: Kelly McQuillen
TITLE: City Clerk
DATE: 1/21/25

ADDENDUM TO THE AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND EDGEWATER ANIMAL SHELTER

This Addendum (the "Addendum") is made and entered into as of ____ day of _____, 2025, and hereby amends the Agreement entered into on December 1, 2024, between the City of New Smyrna Beach (“City”) and the Edgewater Animal Shelter (“Shelter”).

WHEREAS, the City and the Shelter entered in to an Agreement to provide for animal shelter services (the "Agreement") on December 1, 2024; and

WHEREAS, the parties wish to amend the Agreement to include the acceptance of domestic cats under the scope of services provided by the Shelter.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Acceptance of Domestic Cats**
   The agreement is hereby amended to reflect that the Shelter agrees to accept any domestic cat from a City of New Smyrna Beach resident, with proof of residency, on a case-by-case basis. The Shelter shall have the sole discretion to determine whether an animal qualifies as a domestic cat and whether the Shelter will accept the animal.
2. **Rate:** The City agree to pay the Shelter a fee of $125 per animal accepted.
3. **Effect of Addendum**
   Except as expressly amended by this Addendum, all other terms and conditions of the original Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the original Agreement, the terms of this Addendum shall prevail.

[Signature page to follow]

IN WITNESS WHEREOF, the EDGEWATER ANIMAL SHELTER and the CITY of NEW SMYRNA BEACH, have executed this Addendum for Services, effective on the date and year set forth above.

EDGEWATER ANIMAL SHELTER, INC

BY: _____

NAME:_____

TITLE:_____

DATE:_____

CITY OF NEW SMYRNA BEACH

BY:_____

NAME:_____

TITLE:_____

DATE:_____

ATTEST

BY:_____

NAME:_____

TITLE:_____

DATE:_____

ATTEST

BY:_____

NAME:_____

TITLE:_____

DATE:_____

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE CASEY'S NSB/LA TERRAZA/BOSTON FISH HOUSE MID-TOWN REST STOP EVENT, TO BE HELD ON SATURDAY JUNE 21, 2025.

April 22, 2025

Background:

Casey's NSB/La Terraza/Boston Fish House request approval to present their Mid-Town Rest Stop Event, to be held on Saturday June 21, 2025. This event will provide a pit stop for food and beverages for the bicyclists during a bike riding event. The set-up time will be from 8am to 9am, with break down between 8pm to 9pm. The event will be between 11:00am and 8:00pm at 1414 S. Atlantic Avenue, with an anticipated 150 attendees. There will be a DJ with a sound system in use during the event. The event will have alcoholic beverage sales, using an outside bar located in the business parking lot. Alcoholic beverages will be sold through Casey's NSB/La Terraza, licensees to sell alcohol. There will be no alcohol consumption on S Atlantic, Third, Fourth Avenues or in any City right of way during the event. Casey's NSB/La Terraza personnel will be monitoring alcohol purchase/consumption areas during the event.

Findings:

Staff recommends the approval of the Casey's NSB/La Terraza/Boston Fish House Mid-Town Rest Stop Event, to be held on Saturday June 21, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Caseys Mid Town Rest Stop on June 21 2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Mid-Town Rest Stop

Event Date: June 21, 2025

Contact Information: Rick Flannigan

Brief Event Description: Tacos + Food Pit stop

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	4/1/25
Justin Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	4/1/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	4/1/25
	Fire Department	386-402-7631	slane@cityofnsb.com	4/1/25
Sgt. Will Helms	Police Department	386-424-2297	whelms@cityofnsb.com	4/1/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	4/1/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	4/1/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

PD- Ensure event staff is at all entrances to contain alcohol.
FD- TENTS LARGER THAN 10X10 WILL REQUIRE INSPECTION
Extension of Alcohol Sign off Required - DBPR + Planning dept
Building Dept - Apply for a major Event permit.
LS Major Special Event Fee

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** 4-8-25

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: Mid-Town Rest Stop

1.2 Name of Producer and/or Promoter: Casey's NSB BAR, LaTerraza, Boston's Fish House

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

1.4 Contact Person: Teresa Heavener

1.5 Address: 1414 S Atlantic Ave

City: New Smyrna Beach State: FL Zip Code: 32169

1.6 Work Phone: 386 424 0757 Preferred Home Phone: 386 314 6090 Fax:

Email: teresa.heavener21@gmail Website: Bostons Fish House NSB.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: Rick Flannigan Address: 1414 S. Atlantic Ave NSB FL 32169

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: June 21st 2025

3.2 Location of Event: 1414 S. Atlantic Ave NSB fl 32169

3.3 Description of Event: Tacos & Food Pit Stop

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: 6-21 Start: 11 a.m./ p.m. End: 8 a.m./ p.m.
Set-up: Date: 6-21 Start 8 a.m./ p.m. End: 9 a.m./ p.m.
Breakdown: Date: 6-21 Start: 8 a.m./ p.m. End 9 a.m./ p.m.
Rain date: Date: 0 Start: a.m./ p.m. End a.m./ p.m.
How will the general public be notified about a cancellation/ postponement of the event?
Social Media Anticipated number of attendees: 150

3.8 Have you held this event in the City of New Smyrna Beach previously? [/] Yes [ ] No
If yes, previous date(s): June 2024 Location(s): Same
Have you held this event in another City? [/] No [ ] Yes If yes, list location

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? [ ] Yes [/] No
NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft? [ ] Yes [/] No
NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles? ☐ Yes ☑ No

4 **ENTERTAINMENT:**

4.1 Will there be entertainment? ☑ Yes ☐ No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

DJ

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: 11 a.m./ p.m. End: 5 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? _____

7.3 Type of vending (including number of each):

☐ Clothing_____ ☐ Food/ Beverage _____ ☐ Jewelry _____

☐ Other (describe)_____

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).

_____

_____

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: Casey's NSB Bar

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: _____

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? 6 @ 18" x 18"

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? Ø

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. _____

_____

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

_____

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? [ ] Yes [✓] No

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:**

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? Ø

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? None

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: _____

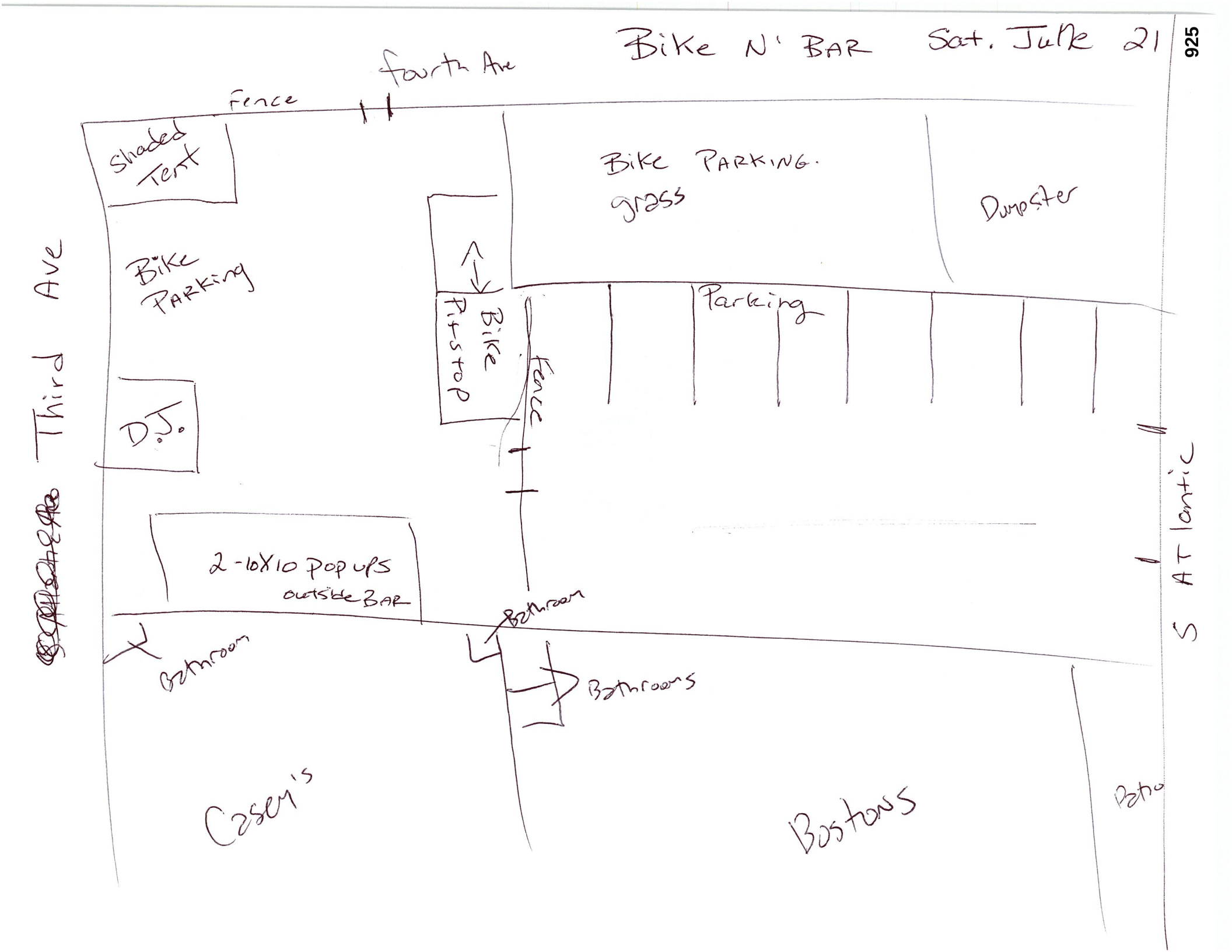
Printed Name: Teresa Heavener

Date: 3-25-25 Title of Applicant: Manager Affiliation: Employee

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
Teresa Heavener	386 314 6090	8AM - 8PM
Rick Flanagan	386 690 3647	8AM - 4PM
Carlos Gallardo	386 846 1650	11AM - 10PM


Bike N' BAR Sat. June 21
925
fourth Ave
fence
Shaded Tent
Bike PARKING.
grass
Dumpster
Bike PARKING
Bike Pitstop
Parking
fence
D.J.
Third Ave
2-10X10 POP UPS
OUTSIDE BAR
Bathroom
Bathroom
Bathrooms
S ATLantic
Casey's
Bostons

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE OCEANS OF HOPE ADAPTIVE SURF SERIES, TO BE HELD ON THE FOLLOWING SATURDAY'S: MAY 17, JUNE 21, JULY 19, AUGUST 16 AND SEPTEMBER 13, 2025.

April 22, 2025

Background:

Oceans of Hope Foundation is applying to host a series of surfing events for people with limited abilities at Marianne Clancy Park throughout the Summer of 2025.

Findings:

Staff recommends the approval of the Oceans of Hope Adaptive Surf Series, to be held on the following Saturday's: May 17, June 21, July 19, August 16 and September 13, 2025.

Fiscal Analysis:

Event organizer has requested a fee waiver for parking at Marianne Clancy Park for event staff and volunteers on the event days. Organizer anticipates approximately 100 volunteers. Staff proposes 50% reduction of parking fees for day for event staff/volunteers.

Building Dept. - Continuous Event Fee, $450
Leisure Services - Major Special Event Fee, $500

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Oceans_of_Hope_Adaptive_Surfing_Series_Special_Event_Application.pdf
Oceans_of_Hope_Foundation_Sunbiz.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Oceans of Hope Adaptive Surf Series

Event Date: 5/17/25, 6/21/25, 7/19/25, 8/16/25, 9/13/25

Contact Information: Steven Reece 407-963-3658

Brief Event Description: Adaptive Surfing events at Mariana Clancy Park

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	4/2/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	3/18/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	3/18/25
	Fire Department	386-402-7631	slane@cityofnsb.com	3/18/25
Sgt. Whelms	Police Department	386-424-2297	whelms@cityofnsb.com	3/18/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	3/18/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	3/18/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Building Department - Continuous Event permit Required

~~NEC~~ LS ~~Major~~ Special Event
Major

PD- Need Parking Plan

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** _____

Road Closures:

N/A

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: Oceans of Hope Adaptive Surf Series

1.2 Name of Producer and/or Promoter: Oceans of Hope Foundation

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

1.4 Contact Person: Steven Reece - Executive Director

1.5 Address: PO Box 2051

City: New Smyrna Beach State: FL Zip Code: 32170

1.6 Work Phone: 407-963-3658 Home Phone: 407-963-3658 Fax: _____

Email: steven.reece@oohf.org Website: OceansofHopeFoundation.c

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: 5/17/25 - 6/21/25(Wounded Warrior Proj.)-7/19/25 - 8/16/25 - 9/13/25

3.2 Location of Event: Marianne Clancy Park - 901 S. Atlantic Ave., NSB, FL 32169

3.3 Description of Event: Adaptive surfing for people with limited abilities.

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: Multiple Start: 0800 a.m./ p.m. End: 1400 a.m./ p.m.
Set-up: Date: same Start: 0700 a.m./ p.m. End: 0800 a.m./ p.m.
Breakdown: Date: same Start: 1300 a.m./ p.m. End 1400 a.m./ p.m.
Rain date: Date: _____ Start: _____ a.m./ p.m. End _____ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?
Email and Social Media (Facebook & Inst Anticipated number of attendees: 125

3.8 Have you held this event in the City of New Smyrna Beach previously? ☑ Yes ☐ No
If yes, previous date(s): 2014 - 2024 Location(s): Esther & Marianne Clancy
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.

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: OOHF Foundation Owned Type of System: Small PA system

4.4 Sound Time: Start: 0900 a.m./ p.m. End: 1300 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 ~~N/A~~

4.6 Name of Contractor: N/A

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: N/A 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: N/A

5.5 Effects Producer/ Company Name: N/A

5.6 Address: _____

5.7 Phone Number: _____ Fax Number _____

5.8 Proof of insurance is required for all special events.

Insurance Company: Alliance of Non-Profits In Policy Number: 2024-43217

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? _____

7.3 Type of vending (including number of each):

☐ Clothing_____ ☐ Food/ Beverage _____ ☐ Jewelry _____

☐ Other (describe)_____

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).

~~No sponsors on site - Sponsor names posted on a banner.~~

_____

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 Social Media

10.3 Telephone number to be released for public information: N/A

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? _____

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. Tents will be on the beach.

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? ☐ Yes ☑ No

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?

13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14 **PORT-O-LETS:**

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

14.2 How many Port-O-Lets will be on-site? N/A

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? No security will be needed.

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: SReece

Printed Name: Steven Reece

Date: 3/13/202 Title of Applicant: Executive Director Affiliation: Oceans of Hope

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
Steven Reece	407-963-3658	Entire Event



Detail by Entity Name

Florida Not For Profit Corporation
OCEANS OF HOPE FOUNDATION, INC.

Filing Information

Document Number	N14000006218
FEI/EIN Number	47-1259602
Date Filed	06/26/2014
Effective Date	07/01/2014
State	FL
Status	ACTIVE

Principal Address

314 LINCOLN AVENUE
NEW SMYRNA BEACH, FL 32169

Mailing Address

PO Box 2051
NEW SMYRNA BEACH, FL 32170

Changed: 03/11/2015

Registered Agent Name & Address

JOHNSON, KEITH H
8810 GOODBY'S EXECUTIVE DR., STE A
JACKSONVILLE, FL 32217

Officer/Director Detail

Name & Address

Title Director, President

Sharpe, Christopher J.
314 Lincoln Avenue
New Smyrna Beach, FL 32169

Title Director, Secretary

Sharpe, Allison A.
314 Lincoln Avenue
New Smyrna Beach, FL 32169

Title Director

Paltjon, Jackie
6104 Meriwether Crescent
Winter Garden, FL 34787

Title Director, VP

Recicar, Mike
836 Maple St
New Smyrna Beach, FL 32169

Title Director, Treasurer

Lord, Stephanie
813 Victoria Hills Drive S.
Deland, FL 32724

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2024	02/20/2024
2025	04/02/2025

Document Images

04/02/2025 -- ANNUAL REPORT	View image in PDF format
02/20/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/11/2023 -- ANNUAL REPORT	View image in PDF format
01/22/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
03/27/2020 -- ANNUAL REPORT	View image in PDF format
04/27/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/23/2019 -- ANNUAL REPORT	View image in PDF format
05/29/2018 -- ANNUAL REPORT	View image in PDF format
02/17/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
03/11/2015 -- ANNUAL REPORT	View image in PDF format
06/26/2014 -- Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE CASEY'S NSB CINCO DE MAYO PARTY, TO BE HELD ON MONDAY MAY 5, 2025.

April 22, 2025

Background:

Casey's NSB requests your approval to present their Cinco de Mayo Party, to be held on Monday May 5, 2025. This event will provide games, food, drinks and entertainment for attendees. The set-up time will be from 11am to 12pm, with break down between 8pm to 10pm. The event will be between 12:00pm and 8:00pm at 1414 S. Atlantic Avenue, with an anticipated 150 attendees. The event will have alcoholic beverage sales. Alcoholic beverages will be sold through Casey's NSB/La Terraza/Boston Fish House, licensees to sell alcohol. There will be no alcohol consumption on S Atlantic, Third, Fourth Avenues or in any City right of way during the event. Casey's NSB personnel will be monitoring alcohol purchase/consumption areas during the event.

Findings:

Staff recommends the approval of the Casey's NSB Cinco de Mayo Party, to be held on Monday May 5, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Strategic Plan Item:
No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Casey's NSB Cinco de Mayo Party on May 5, 2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Cinco de Mayo Party

Event Date: May 5, 2025

Contact Information: Rick Flannigan Casey's NSB Bar

Brief Event Description: Cinco de Mayo Party games, drinks, entertainment

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	4/1/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	4/1/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	4/1/25
	Fire Department	386-402-7631	slane@cityofnsb.com	4/1/25
Sgt. Whelms	Police Department	386-424-2297	whelms@cityofnsb.com	4/1/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	4/1/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	4/1/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

TENTS LARGER THAN 10X10 REQUIRES AN INSPECTION
PD- Ensure staff are at entrances to ensure alcohol is contained.
Building Dept. Apply for a major Event permit.
LS Major Special Event Fee

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** 4-8-25

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: Cinco de Mayo Party

1.2 Name of Producer and/or Promoter: Casey's NSB Bar / La Terraza / Bostons fish House

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

1.4 Contact Person: Teresa Hezvener

1.5 Address: 1414 S. Atlantic Ave.

City: New Smyrna Beach State: FL Zip Code: 32169

1.6 Work Phone: 3864240757 Home Phone: (preferred) 3863146090 Fax:

Email: Teresa.hezvener21@gmail Website: Bostonsfishhouse nsb. 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: Rick Flannigan Address: 1414 S. Atlantic Ave NSB FL 32169

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: May 5th 2025

3.2 Location of Event: 1414 S. Atlantic Ave. NSB fl 32169

3.3 Description of Event: Cinco de Mayo Party with games, food, drinks, entertainment

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: 5-5-25 Start: 12 a.m./ p.m. End: 8 a.m./ p.m.

Set-up: Date: 5-5-25 Start 11 a.m./ p.m. End: 12 a.m./ p.m.

Breakdown: Date: 5-5-25 Start: 9 a.m./ p.m. End 10 a.m./ p.m.

Rain date: Date: — Start: _____ a.m./ p.m. End _____ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?

Social Media Anticipated number of attendees: 150

3.8 Have you held this event in the City of New Smyrna Beach previously? ☐ Yes ☑ No

If yes, previous date(s): _____ Location(s): _____

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.

_____

_____

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? N/A

7.3 Type of vending (including number of each):

☐ Clothing_____ ☐ Food/ Beverage _____ ☐ Jewelry _____

☐ Other (describe)_____

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).

_____

_____

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: Casey's NSB Bar

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: _____

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? _____

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? Ø

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. _____

_____

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

_____

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? [ ] Yes [✓] No

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:**

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? Ø

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? N/A

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: _____

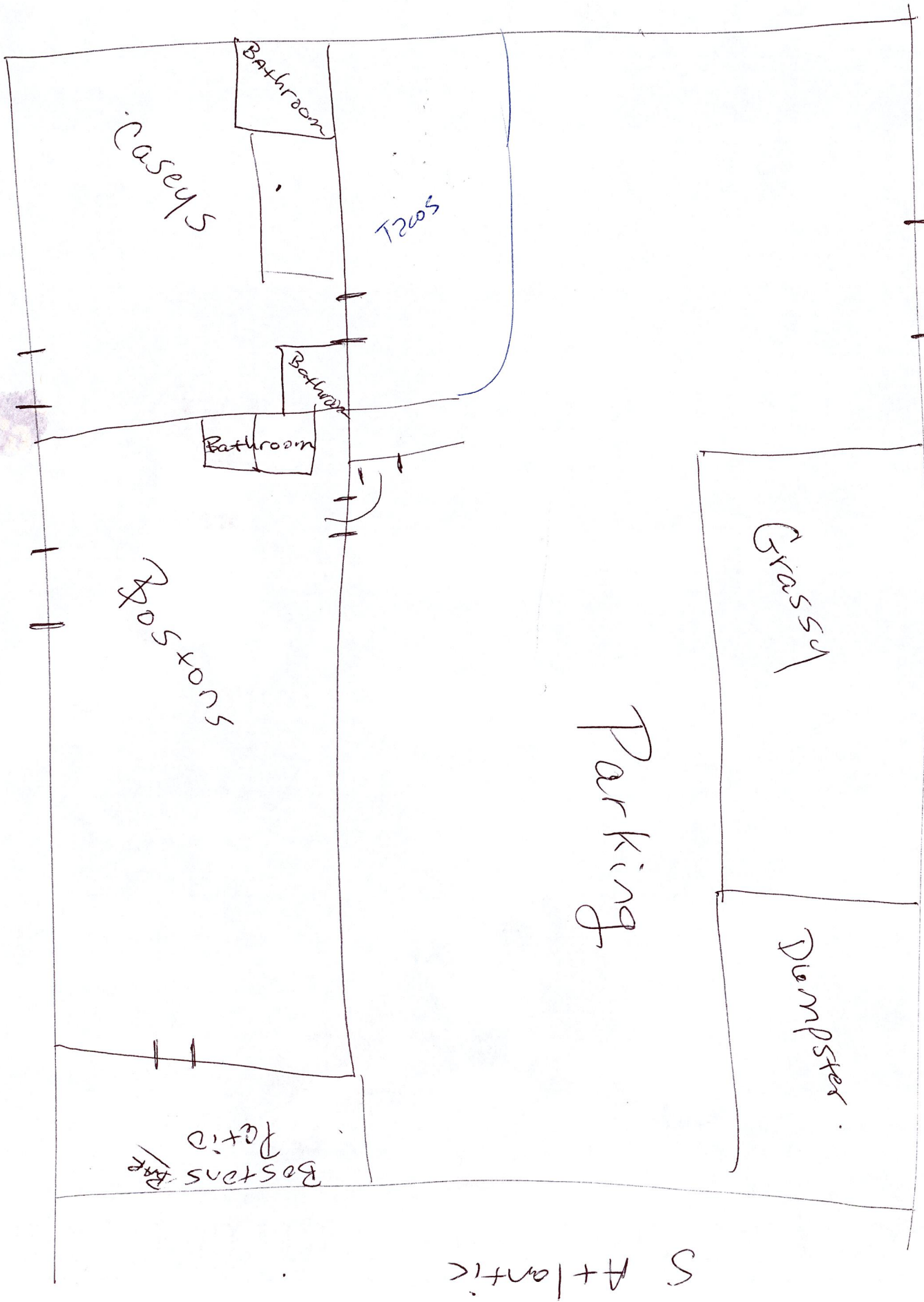
Printed Name: Teresz Hezevever

Date: 3-25-25 Title of Applicant: Manager Affiliation: Employee

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
Teresz Hezevever	386 314 6040	9am - 10pm
Carlos Gallardo	386 846 1650	11am - 10pm
Rick Flemmer	386 690 3647	12-5p


3rd Ave
Bathroom
Caseys
T205
Bathroom
Bathroom
Fourth Ave
Grassy
Bostons
Parking
Dumpster.
Cinco De may
5/5/25
S Atlantic
Bostons Patio

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 15-25: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD REPEAL AND REPLACE SECTION 604.04 LANDSCAPING REQUIREMENTS AND 604.051 TREE PRESERVATION OF THE LAND DEVELOPMENT REGULATION.

April 22, 2025

Background:

The Planning Department retained Vanasse Hangen Brustlin (VHB) to update Section 604.04, Landscaping Requirements and 604.051, Tree Preservation of the Land Development Code (LDR). At the July 1, 2024, City Commission Workshop, the Commission reviewed and discussed updating Section 604.04 and 604.051 of the LDR and directed staff to move forward with the proposed updates.

At its regularly scheduled meeting on March 3, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to City Commission to approve the requested Land Development Regulation amendment.

Exhibit A: NSB Landscape Code Recommended Language Underlined
Exhibit B: NSB Landscape Code Recommended Language Clean
Exhibit C: Landscape Code Crosswalk Narrative

Findings:

The intent of these changes is to enhance the city's landscaping standards, promote tree protection, and ensure sustainable development practices.

Highlights of the new Section 604.04 Landscaping Requirements and 604.051 Tree Preservation includes:

- Establish minimum standards for landscaping and buffers with a focus on tree protection, enhancing the aesthetic and environmental quality of the city.
- Outline specific requirements for landscape plans across different types of

developments, ensuring consistency and adherence to city standards.
- Mandate the use of Florida-friendly landscaping practices to promote water conservation, reduce maintenance costs, and support native ecosystems.
- Update requirements for landscape buffer areas based on current zoning districts to enhance compatibility between different land uses.
- Enhance tree preservation standards to protect existing trees during development.
- Introduce incentives for developers to retain mature trees and incorporate them into site designs.
- Define clear procedures for tree removal permits and replacement requirements.

The proposed changes to Sections 604.04 and 604.05 aim to create a more sustainable and aesthetically pleasing urban environment. By adopting these standards, the city will promote responsible development practices that prioritize environmental stewardship and community well-being.

Recommendation:

Staff recommends the City Commission conduct the First Reading of Ordinance No. 15-25 and advance it for adoption at Second Reading.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Stephanie Doster

Attachments:

Exhibit A: NSB Landscape Code Recommended Language Underlined 3-28-25.pdf
Exhibit B: NSB Landscape Code Recommended Language Clean 3-28-25.pdf
Exhibit C: Landscape Code Crosswalk Narrative VHB.pdf
Business Impact Estimate - Ord 15-25 Landscape and Tree Protection.pdf
Ord 15-25 Landscape and Tree Protection.pdf
NSB Landscape Presentation 4-8-25.pptx

604.04 Landscaping

A. Intent:

The intent of this section is to provide minimum standards for landscaping, buffers, and tree protection for the City. The provision and enforcement of these standards enhance the health, safety, and welfare of the citizens of New Smyrna Beach and are designed to meet the following goals:

1. Improving the appearance of the City;
2. Maintaining and protecting property values;
3. Providing an acceptable degree of buffering between abutting property uses;
4. Providing appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris;
5. Providing for the protection and preservation of trees and native vegetation;
6. Ensuring the local stock of native trees and vegetation is preserved;
7. Encouraging Florida-Friendly landscaping principles into landscape design; and
8. Protecting local waterways through the development of environmentally sustainable landscaping practices.

B. Applicability:

1. The types of development listed below, unless exempted, shall comply with the requirements of this code:
    a. All new construction;
    b. Any change of use which results in an increase in the required off-street parking, as determined by the standards in the City's Land Development Regulations (LDR);
    c. All non-residential redevelopment which results in an increased building footprint, reconfiguration or expansion of parking areas (including increasing or decreasing parking spaces), or development of outparcels within an existing shopping center;
    d. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist or surveyor, and obtaining a tree removal permit;

e. An application for a building permit for a single-family or two-family dwelling proposed on an existing parcel shall include a tree survey or a tree inventory that illustrates the species and diameter at breast height of all trees on site; and

f. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

2. The following situations are exempt from the requirements of this landscaping code:

a. Development that occurs within the Corridor Overlay Zone (COZ) zoning district;

b. Any interior construction, renovation, or remodeling which does not increase the footprint of the building;

c. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes; and

d. The removal of underbrush and trees less than four (4) inches measured at DBH.

C. General Requirements:

1. Landscape Plan:

a. *Single Lot: One and Two Family*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect or landscape designer (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan illustrating;

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for any proposed irrigation system; and

iv. Required landscape buffer areas per this LDR.

b. *Subdivision, Multi-Family (3 or more units), or Commercial and Industrial*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan signed and sealed by a licensed landscape architect illustrating:

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for an irrigation system; and

iv. Required landscape buffer areas, in accordance with the City's LDR.

(4) The final landscape plan shall be reviewed by the Development Services Director or his/her designee and no building permit shall be issued by the Building Department until the plan is approved and the following steps have been taken:

i. A land clearing permit has been issued by the City Engineer; and,

ii. Existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the Development Services Director or his/her designee.

(5) A Certificate of Occupancy cannot be issued until the Development Services Director or his/her designee has verified to the Building Official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

c. *Existing Residential, Commercial, or Industrial Property*

The entire replacement of existing landscaping for existing residential, commercial, or industrial property with an existing primary structure, shall at that time be treated as new construction and meet all current landscaping regulations under Article VI. The plan shall indicate the following:

(1) The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer;

(2) Type, size, and location of all plant materials, in accordance with the City's Land Development Regulations (LDR);

(3) Landscape area protection structures (i.e. curbs, planters, or other similar structures);

(4) Plans and specifications for an irrigation system; and

(5) Required landscape buffer areas, in accordance with the City's LDR.

2. Landscape Materials Standards:

a. One hundred percent (100%) of all required landscaping shall be Florida-Friendly Landscaping™ (FFL). The Florida Friendly Landscaping program is a partnership between the University of Florida, Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension) and the Florida Department of Environmental Protection. Detailed information for FFL standards can be found on the IFAS program website or by contacting the Volusia County's local IFAS Extension office at 3100 East New York Avenue, DeLand.

b. All plant materials shall be healthy, well proportioned, disease-free, and pest-free. Additionally, all plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the Development Services Director or his/her designee, natural vegetation is adequate to provide the necessary visual screening.

c. Trees:

(1) Canopy trees shall be a minimum of twelve (12) feet in height and have a minimum caliper of three (3) inches when measured six (6) inches above ground level.

(2) Understory Trees shall be a minimum of eight (8) feet in height and have a minimum caliper of two (2) inches when measured at six (6) inches above ground level.

(3) Trees planted within twelve (12) feet of publicly maintained streets or other improvements shall be selected from Florida-Friendly Landscaping™ or shall be a tree species approved by the Development Services Director or his/her designee.

(4) Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed fifty percent (50%) of the total area under the drip line of the tree. Impervious areas may be no closer than two (2) feet for palm trees and four (4) feet for all other species of trees.

d. Shrubs shall be a minimum of two (2) feet in height, immediately after planting. Plants for the purpose of creating hedges shall be spaced no more than three (3) feet apart measured from center to center, maintaining a minimum of thirty inches (30") in height after the first year of planting.

e. Ground covers may include any plant materials that reach an average height of not more than twelve (12) inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

f. Grassed areas shall be planted with any of the following species of grass common to central Florida: St. Augustine (Stenotaphrum secundatum), Bermuda (Cynodon Dactylon), Zoysia (Zoysia Japonica) and Bahia (Paspalum notatum). Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

g. Stone, gravel, pine straw, bark, or a mulch approved by the Development Services Director or his/her designee shall be used in combination with other plants. Cypress bark is not an approved material.

h. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this section.

3. Maintenance Requirements:

a. All plantings must be maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.

b. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.

c. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, median, or sidewalk, to maintain the sod or other materials approved by the city engineer.

d. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the Code Compliance department.

4. Sodding:

a. All landscaped common spaces, whether used for water retention or not, shall be sodded.

b. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building.

5. Non-Vegetative Materials.

a. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping.

b. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not require a permit unless they exceed five hundred (500) square feet.

c. Stone, gravel, artificial turf and rock beds that exceed five hundred (500) square feet are permitted subject to obtaining a permit from the Building Department and compliance with the following provisions:

(1) The installation of artificial turf is permitted in all zoning districts and limited to play areas of public/private parks and institutions.

(2) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and shall be subject to City stormwater requirements.

(3) Installation of artificial turf within public and private rights-of-way is prohibited.

(4) Artificial turf shall not be visible from rights-of-way on residentially zoned properties.

(5) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body with the exception of swimming pools.

(6) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.).

(7) Artificial turf must be installed outside of the drip line of any tree.

(8) Artificial turf shall be considered one hundred percent (100%) impervious surface unless an acceptable maximum impervious area is submitted to and approved by the City Engineer. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious area for the subject property within the applicable zoning district and location requirements above.

(9) Artificial turf shall consist of materials that appear natural in appearance and color. The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

6. Utilities:

a. Required plantings shall avoid utility easements unless approved by the New Smyrna Beach Utilities.

b. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall be approved by New Smyrna Beach Utilities.

c. Required canopy tree plantings in buffer areas that fall within utility easements may be reduced to understory trees at a rate of two (2) understory trees per required canopy tree.

d. Plant materials shall be selected to minimize potential root system damage or interference with public utilities.

7. Minimum Landscape Standards:

a. Irrigation:

(1) Excepting single family lots, all landscaped areas shall be irrigated with a workable underground irrigation system. Areas left in their natural state do not need to be irrigated.

(2) All multi-family developments containing more than ten (10) units shall use a non-potable water irrigation system for watering landscaped areas if available.

b. Residential:

(1) Each residential lot shall contain a minimum of one (1) tree for every 2,000 square feet of lot area or portion thereof (rounded to the nearest whole number. If a lot contains an insufficient number of existing trees to meet this requirement, replacement trees shall be provided. A minimum of 50% of the trees provided must be a canopy tree, as defined by Florida-Friendly Landscaping™. In addition, a minimum of ten (10) shrubs preserved or planted on the property.

(2) Trees located within setbacks may only be removed upon obtaining necessary removal permits in accordance with all other sections of this code. Prior to the issue of an approved building permit the following trees shall be preserved if located within required setbacks.

i. All historic trees.

ii. All specimen trees

iii. All other non-invasive trees meeting the landscape material standards as described in this code

c. New subdivisions:

(1) Subdivisions that create new streets shall provide a landscaped entrance buffer having minimum dimensions of twenty (20) feet in width, fifty (50) feet in depth, and 1,000 square feet in area on both sides of the main vehicular entranceway to the subdivision.

(2) Platted lots shall have a minimum of one (1) tree for every,2,000 square feet of lot area or portion (rounded to the nearest whole number) and a minimum of ten (10) shrubs preserved or planted on the property. Fifty percent (50%) of the trees provided must be canopy trees. No less than eight (8) of the shrubs shall be located in front of the home. No Certificate of Occupancy shall be issued until this requirement has been met.

(3) All recreation areas within a subdivision shall be landscaped except those with natural vegetation or conservation areas. Recreation areas having trails for walking, jogging or biking in a corridor or lineal type fashion, and having a length of at least 250 feet and a width of at least fifteen (15) feet may be left natural, stabilized, or paved.

(4) Fifteen percent (15%) of the gross area of any new subdivision shall be designated for the protection of trees. The area required to protect specimen trees as defined in this LDR's Definitions section may be included to satisfy this requirement.

d. Multi-family and Non-residential:

(1) A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

e. Parking Areas:

(1) All off-street parking lots with eight (8) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping.

(2) All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, then curbing shall be gapped to allow flow of water into and through the grassed landscaped area.

(3) Required off-street parking areas with parking spaces for eight (8) vehicles or more shall have interior landscaped areas covering ten (10%) percent of the total off-street parking area.

(4) Shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area.

(5) Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements.

(6) Interior landscaped area, excepting landscaped islands, shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

(7) Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

(8) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

i. Each island shall contain a minimum of one canopy tree as defined by the Florida-Friendly Landscaping™. For the purpose of accent or landscape design, other trees may be used if approved by the Development Services Director or his/her designee.

ii. Islands shall divide parking spaces in order to relieve large expanses of paved areas.

iii. The size of the island shall be a minimum width of nine (9) feet, as measured from the interior side of the curb, and a minimum area of one hundred sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six (6) feet wide, and one hundred (100) square feet of area upon approval of the Development Services Director or his/her designee.

iv. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.

v. A waiver of the required ten (10) parking spaces without an island can be authorized by the Development Services Director or his/her designee, if in support of existing tree preservation. In no case shall there be more than fifteen (15) parking spaces without an island. Should a waiver be approved, landscaped islands shall be provided at a minimum width of ten (10') feet wide, as measured form the interior side of curb, and have a minimum area of one hundred eighty (180) square feet.

(9) Tree preservation in parking areas. Preservation and planting of trees in parking lots shall be approved by the Development Services Director or his/her designee in accordance with this LDR. The preservation of trees in parking areas having a diameter of four (4) inches DBH or larger qualify for a reduction in required parking spaces at the discretion of the Development Services Director or his/her designee, when the reduction in parking spaces will preserve approved species of trees. A reduction of up to fifteen percent (15%) of the required parking spaces may be approved, the total reduction in parking spaces shall not exceed fifty (50) spaces. The reduction in parking spaces shall be subject to the following:

i. The number of parking spaces and the percentage of parking reduction requested shall be provided on each site plan application.

ii. The required number of parking spaces shall be designated on an approved site plan.

D. Additional Requirements for Specific Uses:

The following uses require additional considerations beyond the minimum requirements listed above:

1. Adult congregate living facilities: In addition to the LDR Section 504.00 requirements, twenty five percent (25%) of the yard shall be covered with grass or other vegetation. Vegetation or plants other than grass shall be approved by the Development Services Director or his/her designee.

2. Airport Industrial Park: All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. Landscaping is to be accomplished using quality materials and workmanship.

3. Child day care on church property: Play areas shall be fenced and landscaped. The landscaping shall include a vegetative hedge planted at least four (4) feet in height, three (3) feet on center, and be six (6) feet in height within two years.

4. Construction and demolition debris disposal facility, materials recovery facility, recovered materials facility or off-site disposal of land clearing debris facility: Perimeter landscape buffers shall be established prior to initiation of the activity and shall be a minimum of fifty (50) feet adjacent to all boundaries.

E. Landscape Buffers:

Where a landscaped buffer area is required, the following regulations shall apply:

1. In General:

a. Buffer areas shall consist of a combination of trees, shrubs, and groundcover. The number of required minimum plantings for trees and shrubs shall conform to Buffer Table 2. A minimum of 20% of the buffer area shall be planted with groundcover.

b. The property owner shall be responsible for the creation and maintenance of all required buffer areas.

c. Some uses may require screening from adjacent properties in the form of opaque fencing, masonry walls, or vegetative hedges.

d. If plant materials are used for screening they shall be at least three (3) feet tall at time of planting.

e. If a decorative wall or fence is used for screening, it shall be six (6) feet high with shrubs planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs shall be planted at intervals of no more than six (6) feet.

f. Any proposed landscape buffer plantings within a utility easement shall be approved by New Smyrna Beach Utilities.

g. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or right-of-way.

h. Access through buffer areas to facilitate pedestrian or vehicular traffic between adjacent properties shall not reduce the requirement for plantings based upon linear feet.

i. Access for pedestrian paths or bike trails through a buffer shall be a maximum of one (1) foot wider than the path or trail and located not less than 100 feet apart.

j. A buffer may incorporate stormwater low impact development (LID) best management practices (BMPs) as long as the required plantings are also provided, the landscaping does not interfere with proper functioning of the stormwater system, and the design water depth does not harm the viability of such plantings.

k. Street lighting may be incorporated into the buffer area.

l. Vertical construction, parking, storage, active recreation and loading areas shall not be permitted to encroach a designated buffer area, except for approved pedestrian and bike path access as described above.

2. A buffer shall be required between zoning districts according to the standards set forth in Buffer Table 1. The existence of public or private right-of-way along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Buffer Table 1.

Intensity of Use	1	2	3	4	5
1: A-1C, A-2, A-3, A-4, FR, C, RA, R	No Buffer	Low	Low	Medium+	High
2: RE, R-1, R-2, R-2A, R-3, R-3A, , R-1CO, R-3CO	Low	No buffer	Low	Medium	High
3: R-3B, R-4, R-5, R-6z, MH-1, MH-1CO, MH-2, MH-4	Low	Low	Low	Medium	Medium +
4: MU*, B-2, B-3**, B-4, B-5, B-6, B-6A, CM, I-1	Medium+	Medium	Medium	Low	Medium +
5: I-2, I-3, I-4	High	High	High	Medium+	Medium

*MU zoning district is exempt from buffers except for a five (5) foot buffer around parking areas or when adjacent to residentially zoned properties.

**B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting other B-3 zoned parcels. B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting residentially zoned properties when a six (6') foot tall block wall is provided. These buffered areas shall require two (2) canopy trees and thirty-three (33) shrubs planted per 100 linear feet and 20% of the buffer area planted with groundcover.

3. Where a buffer is required it shall conform to the standards set forth in Buffer Table 2.

Buffer Table 2.

Buffer Type	Buffer Width	Required minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs
Medium	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.
High	20 Feet	Three (3) Canopy Trees, Four (4) Understory Trees, 133 Shrubs Unbroken hedge, fence, or wall.

604.051 Tree Preservation:

A. In General:

1. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit, as required by the standards of this landscaping code, from the City's Development Services Department. No permit to cut down, move, remove or destroy any tree shall be issued for any property unless the property owner has an active building permit, or land clearing permit, or water management permit.

2. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the City Commission.

3. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection.

4. This section shall apply to trees that are four (4) inches or greater in diameter at DBH.

5. Trees with a multi-stem trunk system with a well-developed crown at least fifteen (15) feet high as measured from its base shall be subject to the provisions of this section.

6. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

7. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning classifications that are covered within each of these groups are set forth in each individual group.

B. Residential Areas:

1. *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, R1-CO, R3-CO, MH-1, MH-2, MH1-CO, MH2-CO, zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for residential uses shall have no less than one (1) tree for every 2,000 square feet of property or portion thereof (rounded to the nearest whole number). Example: 8,900 sf: 4 trees, 9,100: 5 trees.

   If any lot contains an insufficient number of existing trees to meet this requirement replacement trees shall be provided by the owner.

3. Time to come into compliance with minimum tree coverage standard.

   a. New construction:

      (1) New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.

(2) All residential lots shall be fully landscaped no longer than 60 days after a certificate of occupancy has been issued for the dwelling unit.

b. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. An Alternative to this requirement is described in Section (7), below.

4. *Fifteen percent of development set aside for trees.* Fifteen percent (15%) of the area of any subdivision shall be designated for the protection of trees. The area required to protect specimen trees may be included to satisfy this requirement. This required area may be constituted as one or more sub-areas within the development. Said area may include any landscape buffer or other landscape areas required by the LDR for a development. Such designated areas shall contain sufficient land area to comply with minimum tree protection standards to adequately protect the trees contained within the areas. A minimum of fifty percent (50%) of the required minimum number of trees as provided in section (5) below shall consist of existing trees within said area. This requirement does not apply to single-family lots in approved subdivisions or additions, remodeling or similar modification of existing multi-family or non-residential development.

5. *Specimen tree protection.* The following table sets forth the minimum requirements for the protection of specimen trees:

No. of Specimen Trees	**Minimum Specimen Tree Protection Requirement**
Less than 3 per acre	80% of all specimen trees
3.0 to 5.0 per acre	65% of all specimen trees
5.1 to 8.0 per acre	50% of all specimen trees
8.0 or more per acre	30% or 6, whichever is greater, specimen trees per acre

6. *Legal mechanism to protect specimen trees.* The developer of a subdivision shall provide legal mechanisms which ensure the protection of specimen trees after construction has occurred. Such mechanisms may include but shall not be limited to conservation easements, common open space, tree protection easements, deed restrictions and homeowner's association documents. Specimen tree protection on residential lots shall only apply in the designated setback areas. Said legal mechanisms shall be reviewed and approved by the City Attorney.

7. As an alternative to meeting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement is outlined in in the Tree Removal and Replacement subsection, below. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with

the tree regulations in force at the time the building or development permit application was made.

C. Commercial and Industrial Areas:

1. *Commercial and industrial zoning classifications*. The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, R and PUD zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one (1) tree for every 2,000 square feet of property or as required by an approved site plan. A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

3. *Time to come into compliance with minimum tree coverage standard*. New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

D. *Tree Protection During Construction*

1. *Marking trees.* Prior to the commencement of construction, any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

2. *Temporary barriers.* During the period of construction, a temporary barrier at least three (3) feet in height shall be formed a minimum of seven (7) feet from the base of the tree or trees and it shall include at least fifty percent (50%) of the area under the drip line of the tree(s).

3. *Natural soil level.* Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

E. Tree Removal and Replacement:

1. *Residential, Commercial, and Industrial Zoned Property.* All tree removal on land zoned for residential, commercial, and industrial zoned uses shall be in compliance with this provision.

   a. Trees not requiring permits or mitigation.

      The trees listed on the Florida Invasive Species Council list of Category I trees may be removed with an administrative waiver issued by the Development Services Director or his/her designee and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standards. If the removal of a tree or trees results in the number of the trees on the property falling below the minimum tree coverage standard replacement trees are required.

   b. Trees requiring permits for removal and do not require mitigation.

      All dead, dying and diseased trees, per an arborist report, may be removed with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one (1) tree for every 2,000 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one (1) tree for every 2,000 square feet of property replacement trees are required.

   c. Trees requiring permits for removal and may require mitigation.

      The trees listed below may be removed with a permit from the city and replacement trees shall be required to replace trees that have been removed.

      (1) All specimen trees.

      (2) All historic trees (permit must be issued by City Commission.)

      (3) All other trees not described in (1) or (2) above.

2. *Agriculture Zoning Classifications.* This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens. Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section, with the following conditions:

   a. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three (3) years of filing an

application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption.

b. The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document. See generally, section 50 of the Volusia County Code of Ordinances.

c. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section.

The affidavit filed by the property owner may be challenged by the city within thirty (30) days of filing the affidavit.

In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner.

d. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the Development Services Director or his/her designee.

(1) The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

(2) The specific reasons stated by the property owner for removal of the trees.

(3) The length of time the land has been in agricultural production.

(4) Whether the agricultural use has been continuous.

(5) The size of the area as it relates to efficient agricultural production.

(6) Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

(7) Whether the land is under lease and if so, the type and terms of said lease.

(8) Whether the tree removal was done in the ordinary course of business.

(9) Any contract for sale in existence at the time the affidavit is submitted.

(10) Other factors that are relevant to the determination of good faith land use.

(11) See generally, section 50 of the Volusia County Code of Ordinances.

3. Replacement Trees.

a. Approved trees. Only trees listed on the Florida-Friendly Landscaping™ shall be planted to meet the minimum tree requirements of this section and be used as replacement trees:

b. Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

c. Trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

d. Replacement of trees shall be calculated based on the replacement of 40% of the total DBH inches of the protected tree(s) permitted for removal. Single trees may be replaced with two (2) or more trees meeting the standards of this code For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12-inches or less DBH and two replacement trees for each tree in excess of 12-inches DBH.

e. To encourage the retention of existing large trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section:

(1) Preserved specimen trees will be credited at 15% of DBH inches of each tree.

(2) Preserved historic trees will be credited at 20% of DBH inches of each tree.

f. Replacement trees shall adhere to the minimum tree standards in this code. Credited trees shall not reduce the number of required onsite plantings below the minimum requirements of this code.

g. Replacement trees shall be selected from Florida-Friendly Landscaping™. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

h. Palms may be used as replacement stock up to the full DBH inches of palms being removed from the site and up to one-fifth of the DBH inches of non-palm.

i. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	DBH of Non-Palm Species
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

j. When replacement trees are required, the replacement trees shall be installed prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within sixty (60) days of the date when notice is provided that replacement trees are required.

k. Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

l. Alternate Placement of Replacement Trees

(1) In the event that a property has existing tree canopy coverage of thirty percent (30%) or greater of the property, the property owner may request to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(2) If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

(3) The cost of replacement trees shall be assessed at the following rates:

i. One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

ii. Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

iii. Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) If needed, an amendment to this Code will be brought to the planning and zoning board in February of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section.

(5) Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

i. Planting native trees, shrubs and plants on city-owned property.

ii. Purchasing environmentally sensitive land for permanent preservation.

iii. Purchasing a vacant parcel that could be planted with replacement trees.

iv. Removing invasive species from city-owned property.1 Raising community awareness about the care of the natural environment.

v. Funding of matching grants for projects involving vegetative plantings.

vi. Designing and planting right-of-way beautification projects

4. *Permitting.*

The tree removal application shall be made in the following manner:

a. Class I Site Plans. If a resident applies to remove a tree from a developed lot, a survey of the lot indicating the location, size and number of trees required to meet the standards of this code shall be provided.

(1) The survey shall confirm that there is at least 1 tree for every 2,000 square feet. If the site is heavily wooded, note that on the application.

(2) In instances of existing developed lots, a sketch plan may be prepared and submitted by the property owner and/or applicant in lieu of a tree survey.

(3) No permit to clear or grade shall be issued until the required survey or sketch is filed with an approved building permit.

b. Class II or Class III Site Plans. Sites requiring Technical Review Staff-approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six (6) inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four (4) inches in

diameter at 4.5 feet above ground level. Credit for trees between 2.5" to 6" in diameter can be given if indicated on the survey in lieu of having to provide mitigation or replacement trees.

(1) A sample size of 20% of a site may be surveyed in lieu of a full survey, or a similar suitable size, based on the discretion of the Development Services Director.

(2) No permit to clear or grade shall be issued until the required survey or sketch is filed with an engineering permit.

c. The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced along with their name (botanical) must be illustrated on the site plan.

d. In the case of partial development, show only those areas and items affected.

e. Upon receipt of the application and fee for tree removal permit, the Development Services Director or his/her designee shall review the plans and may inspect the site.

f. If the work described in submitted tree removal permit is not begun within one (1) year from the date of issuance of the permit for tree removal, said permit shall be void. The Development Services Director or his/her designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

g. Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the City Commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

(1) Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

(2) Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

h. Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director or his/her designee, based on the proposed tree removal meeting one (1) of the four (4) conditions listed in Section 8 (a) above. Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

5. *Violations and penalties.*

a. Any person, organization, society, association, or corporation or any agent or representative, who shall violate the provisions of this section shall, upon a finding of violation by the-Development Services Director or his/her designee, be required to replace all removed trees with a number of trees equal to the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or their designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum onsite planting requirements have been met, in lieu of meeting the requirements for replacement of damaged or removed trees, in whole, or in part. The replacement of trees or required payments under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one (1) year.

b. Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(1) One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

(2) Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

(3) Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) Four hundred dollars ($400.00) per DBH inch for impacts to any tree identified as to be preserved in permits or landscape plans in addition to the rates above;

(5) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch preserved specimen tree. It is the property owner's responsibility to prove otherwise.

c. No certificate of occupancy or certificate of completion shall be issued for any development until all applicable administrative fines or civil penalties, and permits have been paid, accepted, approved, and verified by the Development Services Director or his/her designee.

6. *Appeal.*

Within thirty (30) days after any decision made by the Development Services Director in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board, who by majority vote may affirm, reverse or modify the decision of the Development Services Director. The Planning and Zoning Board's review of the Development Services Director's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the City Clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the Planning and Zoning Board shall constitute final administrative action, and appeals must be filed within 30 days of the boards written order of rendition in the circuit court of Volusia County.

7. *Stop work orders.*

The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section.

604.04 Landscaping

A. Intent:

The intent of this section is to provide minimum standards for landscaping, buffers, and tree protection for the City. The provision and enforcement of these standards enhance the health, safety, and welfare of the citizens of New Smyrna Beach and are designed to meet the following goals:

1. Improving the appearance of the City;
2. Maintaining and protecting property values;
3. Providing an acceptable degree of buffering between abutting property uses;
4. Providing appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris;
5. Providing for the protection and preservation of trees and native vegetation;
6. Ensuring the local stock of native trees and vegetation is preserved;
7. Encouraging Florida-Friendly landscaping principles into landscape design; and
8. Protecting local waterways through the development of environmentally sustainable landscaping practices.

B. Applicability:

1. The types of development listed below, unless exempted, shall comply with the requirements of this code:
    a. All new construction;
    b. Any change of use which results in an increase in the required off-street parking, as determined by the standards in the City's Land Development Regulations (LDR);
    c. All non-residential redevelopment which results in an increased building footprint, reconfiguration or expansion of parking areas (including increasing or decreasing parking spaces), or development of outparcels within an existing shopping center;
    d. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist or surveyor, and obtaining a tree removal permit;

e. An application for a building permit for a single-family or two-family dwelling proposed on an existing parcel shall include a tree survey or a tree inventory that illustrates the species and diameter at breast height of all trees on site; and

f. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

2. The following situations are exempt from the requirements of this landscaping code:

a. Development that occurs within the Corridor Overlay Zone (COZ) zoning district;

b. Any interior construction, renovation, or remodeling which does not increase the footprint of the building;

c. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes; and

d. The removal of underbrush and trees less than four (4) inches measured at DBH.

C. General Requirements:

1. Landscape Plan:

a. *Single Lot: One and Two Family*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect or landscape designer (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan illustrating;

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for any proposed irrigation system; and

iv. Required landscape buffer areas per this LDR.

b. *Subdivision, Multi-Family (3 or more units), or Commercial and Industrial*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan signed and sealed by a licensed landscape architect illustrating:

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for an irrigation system; and

iv. Required landscape buffer areas, in accordance with the City's LDR.

(4) The final landscape plan shall be reviewed by the Development Services Director or his/her designee and no building permit shall be issued by the Building Department until the plan is approved and the following steps have been taken:

i. A land clearing permit has been issued by the City Engineer; and,

ii. Existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the Development Services Director or his/her designee.

(5) A Certificate of Occupancy cannot be issued until the Development Services Director or his/her designee has verified to the Building Official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

c. *Existing Residential, Commercial, or Industrial Property*

The entire replacement of existing landscaping for existing residential, commercial, or industrial property with an existing primary structure, shall at that time be treated as new construction and meet all current landscaping regulations under Article VI. The plan shall indicate the following:

(1) The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer;

(2) Type, size, and location of all plant materials, in accordance with the City's Land Development Regulations (LDR);

(3) Landscape area protection structures (i.e. curbs, planters, or other similar structures);

(4) Plans and specifications for an irrigation system; and

(5) Required landscape buffer areas, in accordance with the City's LDR.

2. Landscape Materials Standards:

a. One hundred percent (100%) of all required landscaping shall be Florida-Friendly Landscaping™ (FFL). The Florida Friendly Landscaping program is a partnership between the University of Florida, Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension) and the Florida Department of Environmental Protection. Detailed information for FFL standards can be found on the IFAS program website or by contacting the Volusia County's local IFAS Extension office at 3100 East New York Avenue, DeLand.

b. All plant materials shall be healthy, well proportioned, disease-free, and pest-free. Additionally, all plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the Development Services Director or his/her designee, natural vegetation is adequate to provide the necessary visual screening.

c. Trees:

(1) Canopy trees shall be a minimum of twelve (12) feet in height and have a minimum caliper of three (3) inches when measured six (6) inches above ground level.

(2) Understory Trees shall be a minimum of eight (8) feet in height and have a minimum caliper of two (2) inches when measured at six (6) inches above ground level.

(3) Trees planted within twelve (12) feet of publicly maintained streets or other improvements shall be selected from Florida-Friendly Landscaping™ or shall be a tree species approved by the Development Services Director or his/her designee.

(4) Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed fifty percent (50%) of the total area under the drip line of the tree. Impervious areas may be no closer than two (2) feet for palm trees and four (4) feet for all other species of trees.

d. Shrubs shall be a minimum of two (2) feet in height, immediately after planting. Plants for the purpose of creating hedges shall be spaced no more than three (3) feet apart measured from center to center, maintaining a minimum of thirty inches (30") in height after the first year of planting.

e. Ground covers may include any plant materials that reach an average height of not more than twelve (12) inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

f. Grassed areas shall be planted with any of the following species of grass common to central Florida: St. Augustine (Stenotaphrum secundatum), Bermuda (Cynodon Dactylon), Zoysia (Zoysia Japonica) and Bahia (Paspalum notatum). Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

g. Stone, gravel, pine straw, bark, or a mulch approved by the Development Services Director or his/her designee shall be used in combination with other plants. Cypress bark is not an approved material.

h. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this section.

3. Maintenance Requirements:

a. All plantings must be maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.

b. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.

c. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, median, or sidewalk, to maintain the sod or other materials approved by the city engineer.

d. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the Code Compliance department.

4. Sodding:

a. All landscaped common spaces, whether used for water retention or not, shall be sodded.

b. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building.

5. Non-Vegetative Materials.

a. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping.

b. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not require a permit unless they exceed five hundred (500) square feet.

c. Stone, gravel, artificial turf and rock beds that exceed five hundred (500) square feet are permitted subject to obtaining a permit from the Building Department and compliance with the following provisions:

(1) The installation of artificial turf is permitted in all zoning districts and limited to play areas of public/private parks and institutions.

(2) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and shall be subject to City stormwater requirements.

(3) Installation of artificial turf within public and private rights-of-way is prohibited.

(4) Artificial turf shall not be visible from rights-of-way on residentially zoned properties.

(5) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body with the exception of swimming pools.

(6) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.).

(7) Artificial turf must be installed outside of the drip line of any tree.

(8) Artificial turf shall be considered one hundred percent (100%) impervious surface unless an acceptable maximum impervious area is submitted to and approved by the City Engineer. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious area for the subject property within the applicable zoning district and location requirements above.

(9) Artificial turf shall consist of materials that appear natural in appearance and color. The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

6. Utilities:

a. Required plantings shall avoid utility easements unless approved by the New Smyrna Beach Utilities.

b. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall be approved by New Smyrna Beach Utilities.

c. Required canopy tree plantings in buffer areas that fall within utility easements may be reduced to understory trees at a rate of two (2) understory trees per required canopy tree.

d. Plant materials shall be selected to minimize potential root system damage or interference with public utilities.

7. Minimum Landscape Standards:

a. Irrigation:

(1) Excepting single family lots, all landscaped areas shall be irrigated with a workable underground irrigation system. Areas left in their natural state do not need to be irrigated.

(2) All multi-family developments containing more than ten (10) units shall use a non-potable water irrigation system for watering landscaped areas if available.

b. Residential:

(1) Each residential lot shall contain a minimum of one (1) tree for every 2,000 square feet of lot area or portion thereof (rounded to the nearest whole number. If a lot contains an insufficient number of existing trees to meet this requirement, replacement trees shall be provided. A minimum of 50% of the trees provided must be a canopy tree, as defined by Florida-Friendly Landscaping™. In addition, a minimum of ten (10) shrubs preserved or planted on the property.

(2) Trees located within setbacks may only be removed upon obtaining necessary removal permits in accordance with all other sections of this code. Prior to the issue of an approved building permit the following trees shall be preserved if located within required setbacks.

i. All historic trees.

ii. All specimen trees

iii. All other non-invasive trees meeting the landscape material standards as described in this code

c. New subdivisions:

(1) Subdivisions that create new streets shall provide a landscaped entrance buffer having minimum dimensions of twenty (20) feet in width, fifty (50) feet in depth, and 1,000 square feet in area on both sides of the main vehicular entranceway to the subdivision.

(2) Platted lots shall have a minimum of one (1) tree for every,2,000 square feet of lot area or portion (rounded to the nearest whole number) and a minimum of ten (10) shrubs preserved or planted on the property. Fifty percent (50%) of the trees provided must be canopy trees. No less than eight (8) of the shrubs shall be located in front of the home. No Certificate of Occupancy shall be issued until this requirement has been met.

(3) All recreation areas within a subdivision shall be landscaped except those with natural vegetation or conservation areas. Recreation areas having trails for walking, jogging or biking in a corridor or lineal type fashion, and having a length of at least 250 feet and a width of at least fifteen (15) feet may be left natural, stabilized, or paved.

(4) Fifteen percent (15%) of the gross area of any new subdivision shall be designated for the protection of trees. The area required to protect specimen trees as defined in this LDR's Definitions section may be included to satisfy this requirement.

d. Multi-family and Non-residential:

(1) A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

e. Parking Areas:

(1) All off-street parking lots with eight (8) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping.

(2) All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, then curbing shall be gapped to allow flow of water into and through the grassed landscaped area.

(3) Required off-street parking areas with parking spaces for eight (8) vehicles or more shall have interior landscaped areas covering ten (10%) percent of the total off-street parking area.

(4) Shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area.

(5) Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements.

(6) Interior landscaped area, excepting landscaped islands, shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

(7) Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

(8) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

i. Each island shall contain a minimum of one canopy tree as defined by the Florida-Friendly Landscaping™. For the purpose of accent or landscape design, other trees may be used if approved by the Development Services Director or his/her designee.

ii. Islands shall divide parking spaces in order to relieve large expanses of paved areas.

iii. The size of the island shall be a minimum width of nine (9) feet, as measured from the interior side of the curb, and a minimum area of one hundred sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six (6) feet wide, and one hundred (100) square feet of area upon approval of the Development Services Director or his/her designee.

iv. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.

v. A waiver of the required ten (10) parking spaces without an island can be authorized by the Development Services Director or his/her designee, if in support of existing tree preservation. In no case shall there be more than fifteen (15) parking spaces without an island. Should a waiver be approved, landscaped islands shall be provided at a minimum width of ten (10') feet wide, as measured form the interior side of curb, and have a minimum area of one hundred eighty (180) square feet.

(9) Tree preservation in parking areas. Preservation and planting of trees in parking lots shall be approved by the Development Services Director or his/her designee in accordance with this LDR. The preservation of trees in parking areas having a diameter of four (4) inches DBH or larger qualify for a reduction in required parking spaces at the discretion of the Development Services Director or his/her designee, when the reduction in parking spaces will preserve approved species of trees. A reduction of up to fifteen percent (15%) of the required parking spaces may be approved, the total reduction in parking spaces shall not exceed fifty (50) spaces. The reduction in parking spaces shall be subject to the following:

i. The number of parking spaces and the percentage of parking reduction requested shall be provided on each site plan application.

ii. The required number of parking spaces shall be designated on an approved site plan.

D. Additional Requirements for Specific Uses:

The following uses require additional considerations beyond the minimum requirements listed above:

1. Adult congregate living facilities: In addition to the LDR Section 504.00 requirements, twenty five percent (25%) of the yard shall be covered with grass or other vegetation. Vegetation or plants other than grass shall be approved by the Development Services Director or his/her designee.

2. Airport Industrial Park: All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. Landscaping is to be accomplished using quality materials and workmanship.

3. Child day care on church property: Play areas shall be fenced and landscaped. The landscaping shall include a vegetative hedge planted at least four (4) feet in height, three (3) feet on center, and be six (6) feet in height within two years.

4. Construction and demolition debris disposal facility, materials recovery facility, recovered materials facility or off-site disposal of land clearing debris facility: Perimeter landscape buffers shall be established prior to initiation of the activity and shall be a minimum of fifty (50) feet adjacent to all boundaries.

E. Landscape Buffers:

Where a landscaped buffer area is required, the following regulations shall apply:

1. In General:

a. Buffer areas shall consist of a combination of trees, shrubs, and groundcover. The number of required minimum plantings for trees and shrubs shall conform to Buffer Table 2. A minimum of 20% of the buffer area shall be planted with groundcover.

b. The property owner shall be responsible for the creation and maintenance of all required buffer areas.

c. Some uses may require screening from adjacent properties in the form of opaque fencing, masonry walls, or vegetative hedges.

d. If plant materials are used for screening they shall be at least three (3) feet tall at time of planting.

e. If a decorative wall or fence is used for screening, it shall be six (6) feet high with shrubs planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs shall be planted at intervals of no more than six (6) feet.

f. Any proposed landscape buffer plantings within a utility easement shall be approved by New Smyrna Beach Utilities.

g. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or right-of-way.

h. Access through buffer areas to facilitate pedestrian or vehicular traffic between adjacent properties shall not reduce the requirement for plantings based upon linear feet.

i. Access for pedestrian paths or bike trails through a buffer shall be a maximum of one (1) foot wider than the path or trail and located not less than 100 feet apart.

j. A buffer may incorporate stormwater low impact development (LID) best management practices (BMPs) as long as the required plantings are also provided, the landscaping does not interfere with proper functioning of the stormwater system, and the design water depth does not harm the viability of such plantings.

k. Street lighting may be incorporated into the buffer area.

l. Vertical construction, parking, storage, active recreation and loading areas shall not be permitted to encroach a designated buffer area, except for approved pedestrian and bike path access as described above.

2. A buffer shall be required between zoning districts according to the standards set forth in Buffer Table 1. The existence of public or private right-of-way along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Buffer Table 1.

Intensity of Use	1	2	3	4	5
1: A-1C, A-2, A-3, A-4, FR, C, RA, R	No Buffer	Low	Low	Medium+	High
2: RE, R-1, R-2, R-2A, R-3, R-3A, , R-1CO, R-3CO	Low	No buffer	Low	Medium	High
3: R-3B, R-4, R-5, R-6z, MH-1, MH-1CO, MH-2, MH-4	Low	Low	Low	Medium	Medium +
4: MU*, B-2, B-3**, B-4, B-5, B-6, B-6A, CM, I-1	Medium+	Medium	Medium	Low	Medium +
5: I-2, I-3, I-4	High	High	High	Medium+	Medium

*MU zoning district is exempt from buffers except for a five (5) foot buffer around parking areas or when adjacent to residentially zoned properties.

**B-3 zoned parcels may provide a minimum buffer width of five (5′) feet abutting other B-3 zoned parcels. B-3 zoned parcels may provide a minimum buffer width of five (5′) feet abutting residentially zoned properties when a six (6′) foot tall block wall is provided. These buffered areas shall require two (2) canopy trees and thirty-three (33) shrubs planted per 100 linear feet and 20% of the buffer area planted with groundcover.

3. Where a buffer is required it shall conform to the standards set forth in Buffer Table 2.

Buffer Table 2.

Buffer Type	Buffer Width	Required minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs
Medium	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.
High	20 Feet	Three (3) Canopy Trees, Four (4) Understory Trees, 133 Shrubs Unbroken hedge, fence, or wall.

604.051 Tree Preservation:

A. In General:

1. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit, as required by the standards of this landscaping code, from the City's Development Services Department. No permit to cut down, move, remove or destroy any tree shall be issued for any property unless the property owner has an active building permit, or land clearing permit, or water management permit.

2. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the City Commission.

3. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection.

4. This section shall apply to trees that are four (4) inches or greater in diameter at DBH.

5. Trees with a multi-stem trunk system with a well-developed crown at least fifteen (15) feet high as measured from its base shall be subject to the provisions of this section.

6. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

7. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning classifications that are covered within each of these groups are set forth in each individual group.

B. Residential Areas:

1. *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, R1-CO, R3-CO, MH-1, MH-2, MH1-CO, MH2-CO, zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for residential uses shall have no less than one (1) tree for every 2,000 square feet of property or portion thereof (rounded to the nearest whole number). Example: 8,900 sf: 4 trees, 9,100: 5 trees.

   If any lot contains an insufficient number of existing trees to meet this requirement replacement trees shall be provided by the owner.

3. Time to come into compliance with minimum tree coverage standard.

   a. New construction:

      (1) New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.

(2) All residential lots shall be fully landscaped no longer than 60 days after a certificate of occupancy has been issued for the dwelling unit.

b. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. An Alternative to this requirement is described in Section (7), below.

4. *Fifteen percent of development set aside for trees.* Fifteen percent (15%) of the area of any subdivision shall be designated for the protection of trees. The area required to protect specimen trees may be included to satisfy this requirement. This required area may be constituted as one or more sub-areas within the development. Said area may include any landscape buffer or other landscape areas required by the LDR for a development. Such designated areas shall contain sufficient land area to comply with minimum tree protection standards to adequately protect the trees contained within the areas. A minimum of fifty percent (50%) of the required minimum number of trees as provided in section (5) below shall consist of existing trees within said area. This requirement does not apply to single-family lots in approved subdivisions or additions, remodeling or similar modification of existing multi-family or non-residential development.

5. *Specimen tree protection.* The following table sets forth the minimum requirements for the protection of specimen trees:

No. of Specimen Trees	**Minimum Specimen Tree Protection Requirement**
Less than 3 per acre	80% of all specimen trees
3.0 to 5.0 per acre	65% of all specimen trees
5.1 to 8.0 per acre	50% of all specimen trees
8.0 or more per acre	30% or 6, whichever is greater, specimen trees per acre

6. *Legal mechanism to protect specimen trees.* The developer of a subdivision shall provide legal mechanisms which ensure the protection of specimen trees after construction has occurred. Such mechanisms may include but shall not be limited to conservation easements, common open space, tree protection easements, deed restrictions and homeowner's association documents. Specimen tree protection on residential lots shall only apply in the designated setback areas. Said legal mechanisms shall be reviewed and approved by the City Attorney.

7. As an alternative to meeting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement is outlined in in the Tree Removal and Replacement subsection, below. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with

the tree regulations in force at the time the building or development permit application was made.

C. Commercial and Industrial Areas:

1. *Commercial and industrial zoning classifications*. The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, R and PUD zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one (1) tree for every 2,000 square feet of property or as required by an approved site plan. A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

3. *Time to come into compliance with minimum tree coverage standard*. New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

D. *Tree Protection During Construction*

1. *Marking trees.* Prior to the commencement of construction, any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

2. *Temporary barriers.* During the period of construction, a temporary barrier at least three (3) feet in height shall be formed a minimum of seven (7) feet from the base of the tree or trees and it shall include at least fifty percent (50%) of the area under the drip line of the tree(s).

3. *Natural soil level.* Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

E. Tree Removal and Replacement:

1. *Residential, Commercial, and Industrial Zoned Property*. All tree removal on land zoned for residential, commercial, and industrial zoned uses shall be in compliance with this provision.

   a. Trees not requiring permits or mitigation.

      The trees listed on the Florida Invasive Species Council list of Category I trees may be removed with an administrative waiver issued by the Development Services Director or his/her designee and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standards. If the removal of a tree or trees results in the number of the trees on the property falling below the minimum tree coverage standard replacement trees are required.

   b. Trees requiring permits for removal and do not require mitigation.

      All dead, dying and diseased trees, per an arborist report, may be removed with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one (1) tree for every 2,000 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one (1) tree for every 2,000 square feet of property replacement trees are required.

   c. Trees requiring permits for removal and may require mitigation.

      The trees listed below may be removed with a permit from the city and replacement trees shall be required to replace trees that have been removed.

      (1) All specimen trees.

      (2) All historic trees (permit must be issued by City Commission.)

      (3) All other trees not described in (1) or (2) above.

2. *Agriculture Zoning Classifications*. This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens. Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section, with the following conditions:

   a. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three (3) years of filing an

application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption.

b. The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document. See generally, section 50 of the Volusia County Code of Ordinances.

c. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section.

   The affidavit filed by the property owner may be challenged by the city within thirty (30) days of filing the affidavit.

   In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner.

d. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the Development Services Director or his/her designee.

   (1) The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

   (2) The specific reasons stated by the property owner for removal of the trees.

   (3) The length of time the land has been in agricultural production.

   (4) Whether the agricultural use has been continuous.

   (5) The size of the area as it relates to efficient agricultural production.

   (6) Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

   (7) Whether the land is under lease and if so, the type and terms of said lease.

(8) Whether the tree removal was done in the ordinary course of business.

(9) Any contract for sale in existence at the time the affidavit is submitted.

(10) Other factors that are relevant to the determination of good faith land use.

(11) See generally, section 50 of the Volusia County Code of Ordinances.

3. Replacement Trees.

a. Approved trees. Only trees listed on the Florida-Friendly Landscaping™ shall be planted to meet the minimum tree requirements of this section and be used as replacement trees:

b. Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

c. Trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

d. Replacement of trees shall be calculated based on the replacement of 40% of the total DBH inches of the protected tree(s) permitted for removal. Single trees may be replaced with two (2) or more trees meeting the standards of this code For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12-inches or less DBH and two replacement trees for each tree in excess of 12-inches DBH.

e. To encourage the retention of existing large trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section:

(1) Preserved specimen trees will be credited at 15% of DBH inches of each tree.

(2) Preserved historic trees will be credited at 20% of DBH inches of each tree.

f. Replacement trees shall adhere to the minimum tree standards in this code. Credited trees shall not reduce the number of required onsite plantings below the minimum requirements of this code.

g. Replacement trees shall be selected from Florida-Friendly Landscaping™. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

h. Palms may be used as replacement stock up to the full DBH inches of palms being removed from the site and up to one-fifth of the DBH inches of non-palm.

i. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	DBH of Non-Palm Species
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

j. When replacement trees are required, the replacement trees shall be installed prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within sixty (60) days of the date when notice is provided that replacement trees are required.

k. Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

l. Alternate Placement of Replacement Trees

(1) In the event that a property has existing tree canopy coverage of thirty percent (30%) or greater of the property, the property owner may request to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(2) If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

(3) The cost of replacement trees shall be assessed at the following rates:

i. One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

ii. Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

iii. Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) If needed, an amendment to this Code will be brought to the planning and zoning board in February of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section.

(5) Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

i. Planting native trees, shrubs and plants on city-owned property.

ii. Purchasing environmentally sensitive land for permanent preservation.

iii. Purchasing a vacant parcel that could be planted with replacement trees.

iv. Removing invasive species from city-owned property.1 Raising community awareness about the care of the natural environment.

v. Funding of matching grants for projects involving vegetative plantings.

vi. Designing and planting right-of-way beautification projects

4. *Permitting*.

The tree removal application shall be made in the following manner:

a. Class I Site Plans. If a resident applies to remove a tree from a developed lot, a survey of the lot indicating the location, size and number of trees required to meet the standards of this code shall be provided.

(1) The survey shall confirm that there is at least 1 tree for every 2,000 square feet. If the site is heavily wooded, note that on the application.

(2) In instances of existing developed lots, a sketch plan may be prepared and submitted by the property owner and/or applicant in lieu of a tree survey.

(3) No permit to clear or grade shall be issued until the required survey or sketch is filed with an approved building permit.

b. Class II or Class III Site Plans. Sites requiring Technical Review Staff-approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six (6) inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four (4) inches in

diameter at 4.5 feet above ground level. Credit for trees between 2.5" to 6" in diameter can be given if indicated on the survey in lieu of having to provide mitigation or replacement trees.

(1) A sample size of 20% of a site may be surveyed in lieu of a full survey, or a similar suitable size, based on the discretion of the Development Services Director.

(2) No permit to clear or grade shall be issued until the required survey or sketch is filed with an engineering permit.

c. The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced along with their name (botanical) must be illustrated on the site plan.

d. In the case of partial development, show only those areas and items affected.

e. Upon receipt of the application and fee for tree removal permit, the Development Services Director or his/her designee shall review the plans and may inspect the site.

f. If the work described in submitted tree removal permit is not begun within one (1) year from the date of issuance of the permit for tree removal, said permit shall be void. The Development Services Director or his/her designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

g. Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the City Commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

(1) Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

(2) Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

h. Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director or his/her designee, based on the proposed tree removal meeting one (1) of the four (4) conditions listed in Section 8 (a) above. Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

5. *Violations and penalties.*

a. Any person, organization, society, association, or corporation or any agent or representative, who shall violate the provisions of this section shall, upon a finding of violation by the-Development Services Director or his/her designee, be required to replace all removed trees with a number of trees equal to the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or their designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum onsite planting requirements have been met, in lieu of meeting the requirements for replacement of damaged or removed trees, in whole, or in part. The replacement of trees or required payments under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one (1) year.

b. Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(1) One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

(2) Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

(3) Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) Four hundred dollars ($400.00) per DBH inch for impacts to any tree identified as to be preserved in permits or landscape plans in addition to the rates above;

(5) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch preserved specimen tree. It is the property owner's responsibility to prove otherwise.

c. No certificate of occupancy or certificate of completion shall be issued for any development until all applicable administrative fines or civil penalties, and permits have been paid, accepted, approved, and verified by the Development Services Director or his/her designee.

6. *Appeal.*

Within thirty (30) days after any decision made by the Development Services Director in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board, who by majority vote may affirm, reverse or modify the decision of the Development Services Director. The Planning and Zoning Board's review of the Development Services Director's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the City Clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the Planning and Zoning Board shall constitute final administrative action, and appeals must be filed within 30 days of the boards written order of rendition in the circuit court of Volusia County.

7. Stop work orders.

The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section.

Landscape Code Crosswalk

Intent

This section is entirely new. It provides general basis for the application of this code and it's underlying principles.

Applicability

This section is entirely new. It identifies applicability for this code as well as exemptions.

General Requirements

Landscape Plan: New sections to detail what should be provided as part of a landscape plan for new and existing single lots, subdivisions, multi-family, commercial, and industrial uses. How it is reviewed (an existing process).

Landscape Material Standards: This is a new section that describes the quality of landscape materials, it consolidates existing standards with updated language for new trees, shrubs, and ground covers. This section expands on Florida Friendly Landscaping (FFL) requirements, tree standards, and what types of grasses are approved, and synthetic materials.

Maintenance: maintenance responsibilities are existing requirements of the code. Additional requirements have been added to include a general requirement to maintain landscaping in healthy condition and directions for tree pruning.

Sodding: These is existing requirements for common spaces. Minimal changes.

Non-Vegetative Materials: fully new section to provide guidance for the use of stone, gravel, and artificial turf as part of a landscaping plan.

Utilities: Fully new section to provide guidance for landscaping near utility easements. This guidance is to generally avoid utility areas, but also allows for reductions to other sections of this code if avoidance is not possible/desirable.

Minimum Landscape Standards: This section defines the landscaping requirements for a given use. It is a mix of existing code and new requirements.

Two change to this section for single family residences is the increase in the required plantings for single family lots, including a requirement for canopy tree plantings. Additionally, a prohibition on the removal of trees from the setbacks of single family lots has been added.

Minimal changes have been proposed with regard to the planting requirements for new subdivisions.

Multifamily and non-residential requirements are new text that specify a percentage of minimum landscape area.

Parking area requirements are mostly existing text. A new section has been added to define when landscape islands are required, their size, and planting requirements.

Special uses: This is a section that consolidates any special landscaping requirements that exist within the zoning code. It is primarily existing language, except where a standard needed to be made uniform for hedges near day cares.

Landscape Buffers

This section is almost entirely new. It describes buffer areas, who is responsible for them, planting and access requirements. This section also includes a matrix of zoning districts that describes the minimum buffer width and planting requirements (per 100 linear foot of the buffer area) for adjacent properties.

Tree Preservation

Most tree preservation requirements have been maintained. Expanded this section's applicability and added an allowance for removal of invasives with administrative approval. Minor edits for organization and consistency are also in this section.

Tree Removal and Replacement: minor changes to applicability section for clarity sake additional changes were made for consistency with minimum replacement trees in non-agricultural zones. Minimal changes for agricultural classifications.

Replacement Trees: Changed the replacement tree calculation, added a new section to allow credit for tree preservation, and clarified replacement tree requirements for consistency. This section also changes the cost of replacement tree assessment rates.

Permitting: A new section for tree removal application requirements for singular lots has been added. Removal guidelines for Class II and III site plans has been expanded upon. The majority of the permitting section is existing or only slightly modified text.

Violations and Penalties: This section has been heavily modified to provide guidance for assessing the damages for tree removal violations. A new section for payments into the City's Tree Mitigation Fund has been created.

Appeals: This section has only been minorly edited for consistency.

Other Areas of the LDC

These changes allow for the removal of several sections of other articles due to consolidation with the into a singular landscaping code.

Article VIII: Individualized landscaping standards tied to specific uses are moved from sections 801.02 – 801.30 to the new Landscaping Code. Other codes that reference the Landscaping Code (604.04) or Tree Preservation Code (604.051).

Article X: Subdivision Landscaping improvements (1006.00) have been consolidated in the Landscaping Code.

Article XI: Minimum Site Improvements (1105.00) have been included the Landscaping Code.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 15-25 LDR Amendment Article VI, Section 604.04 Landscaping Requirements and 604.051 Tree Preservation

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law1 for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the Florida *Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See Section 166.041(4)(c), Florida Statutes.*

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The intent of these changes is to enhance the city's landscaping standards, promote tree protection, and ensure sustainable development practices. Establish minimum standards for landscaping and buffers with a focus on tree protection, enhancing the aesthetic and environmental quality of the city. Outline specific requirements for landscape plans across different types of developments, ensuring consistency and adherence to city standards. Mandate the use of Florida-friendly landscaping practices to promote water conservation, reduce maintenance costs, and support native ecosystems. Update requirements for landscape buffer areas based on current zoning districts to enhance compatibility between different land uses. Enhance tree preservation standards to protect existing trees during development.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur; **There is no new direct cost**.
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and **There are no additional fees or new charges**
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
There are no new regulatory costs that will be incurred with the adoption of the ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
This will impact mostly undeveloped, redeveloped and vacant parcels within the city.

4. Additional information the governing body deems useful (if any):

This amendment is proposed to help with clarity of direction for landscaping and tree removal while also to promote tree protection and tree canopy.

ORDINANCE NO. 15-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; REPEALING AND REPLACING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.04, LANDSCAPING REQUIREMENTS AND SECTION 604.51, TREE PRESERVATION, TO UPDATE AND ENHANCE LANDSCAPING AND TREE PRESERVATION REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations Article VI, Development Design and Improvement Standards, Section 604.04, Landscaping Requirements and Section 604.51, Tree Preservation to update and enhance landscaping and tree preservation; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on March 3, 2025, by a vote of 5-0, recommended that the City Commission approve the text amendments; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, Section 604.04, Landscaping Requirements, is hereby repealed and replaced to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

. . .

ARTICLVI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

604.04 Landscaping requirements.

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

SECTION 2: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, Section 604.051, Tree Preservation, is hereby repealed and replaced to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

ARTICLVI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

604.501 Tree preservation.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

. . .

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 Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 4: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on April 22, 2025 in the City Commission Chamber, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: ***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 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/2/2024

~~604.04. *Landscaping requirements.*~~

~~A. *Shrubs*. Each residential lot within a subdivision developed after the effective date of this LDR shall have a minimum of ten shrubs preserved or planted on the property. No less than eight of the shrubs shall be located in front of the home. The shrubs shall be a minimum of 18 inches in height. No certificate of occupancy shall be issued until this requirement has been met.~~

~~B. *Landscape plan.* A landscape plan, signed and sealed by a landscape architect, shall be submitted with each site plan. The plan shall indicate the type, size, and location of plant materials, and shall include plans and specifications for an irrigation system. Two sketch landscape plans shall be prepared at the site by the architect or engineer in collaboration with the city manager or his/her designee. One plan is then given to the city manager or his/her designee and the other plan is used by the architect or engineer in preparing the final landscape plan to be submitted with the site plans to the planning department.~~

~~The final landscape plan shall be reviewed by the city manager or his/her designee and no building permit shall be issued by the building department for any building until the plan is approved and the following steps have been taken: (1) a land clearing permit has been issued by the city engineer; (2) existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the city manager or his/her designee. A certificate of occupancy cannot be issued until the city manager or his/her designee has verified to the building official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.~~

~~Any existing residential, commercial, or industrial property that has an existing primary structure, that is replacing the entire existing landscaping, shall at this time meet all current landscaping regulations under Article VI.~~

~~The following regulations shall apply to the landscape plans:~~

~~(1) All plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the city manager or his designee, natural vegetation is adequate to provide the necessary visual screening.~~

~~(2) Tree species shall be a minimum of nine feet in height and have a minimum caliper of two and one-half inches when measured six inches above ground level. Also, trees planted within 12 feet of publicly maintained streets or other improvements shall be selected from a "List of Trees" available at the parks and recreation department or shall be a tree species approved by the city manager or his designee.~~

~~(3) Shrubs and hedges shall be a minimum of two feet in height, immediately after planting. Plants shall be spaced no more than three feet apart measured from center to center.~~

(4) Ground covers may include any plant materials that reach an average height of not more than 12 inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

(5) Grassed areas shall be planted with any species of grass common to central Florida. Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

(6) Stone, gravel, cypress mulch, bark, or a mulch approved by the city manager or his designee shall be used in combination with other plants.

C. *Landscaped buffer requirements*. Where a landscaped buffer area is required, the following regulations shall apply:

(1) A landscaped buffer area shall be provided in zoning districts as required in article V. Such buffer shall be not less than seven feet in width unless otherwise specified, measured at right angles to the property line and landscaped with 20 percent trees, 60 percent shrubs and hedges, and 20 percent any combination of materials described in [sub]section 604.05 B.(2), (3), (4), and (6).

(2) When a landscaped buffer area abuts a single-family or two-family zoning classification, it shall include a visual screen constructed of materials as described in [sub]section 604.05 C.(3) or a decorative screening wall or fence.

(3) If plant materials are used for screening, they shall be selected and located to provide, within two years, a visual barrier that is three feet to six feet above the average ground level of the buffer area.

(4) If a decorative wall or fence is used for screening, it shall be six feet high with shrubs or vines planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs and vines shall be planted at intervals of no more than ten feet.

(5) All required landscape buffer plantings shall be placed outside any utility easement.

D. *Commercial buffers.* Required off-street parking areas having off-street parking spaces for more than eight vehicles shall have interior landscaped areas covering ten percent of the total off-street parking area; however, shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area. Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements. The interior landscaped area shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

E. *Irrigation*. All landscaped areas shall be irrigated with a workable underground irrigation system except that areas left natural do not need to be irrigated.

~~F. *Multi-family irrigation*. All multi-family developments containing more than ten units shall use a non-potable water irrigation system for watering landscaped areas.~~

~~G. *Failure to maintain irrigation system*. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the code enforcement officer and citizens code enforcement board.~~

~~H. *Common space sodding requirement*. All common space, whether used for water retention or not, shall be sodded and irrigated.~~

~~I. *Residential sodding within 90 days*. All residential lots shall be fully landscaped no longer than 90 days after a certification of occupancy has been issued for the dwelling unit.~~

~~J. *Property owner's duty to sod right-of-way*. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, or sidewalk, to maintain the sod or other approved materials approved by the city engineer.~~

~~K. *Curb to protect landscaping*. All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, than curbing shall be gapped to allow flow of water into and through the grassed landscaped area.~~

604.04 Landscaping

A. Intent:

The intent of this section is to provide minimum standards for landscaping, buffers, and tree protection for the City. The provision and enforcement of these standards enhance the health, safety, and welfare of the citizens of New Smyrna Beach and are designed to meet the following goals:

1. Improving the appearance of the City;
2. Maintaining and protecting property values;
3. Providing an acceptable degree of buffering between abutting property uses;
4. Providing appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris;
5. Providing for the protection and preservation of trees and native vegetation;
6. Ensuring the local stock of native trees and vegetation is preserved;
7. Encouraging Florida-Friendly landscaping principles into landscape design; and

8. Protecting local waterways through the development of environmentally sustainable landscaping practices.

B. Applicability:

1. The types of development listed below, unless exempted, shall comply with the requirements of this code:

   a. All new construction;

   b. Any change of use which results in an increase in the required off-street parking, as determined by the standards in the City's Land Development Regulations (LDR);

   c. All non-residential redevelopment which results in an increased building footprint, reconfiguration or expansion of parking areas (including increasing or decreasing parking spaces), or development of outparcels within an existing shopping center;

   d. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist or surveyor, and obtaining a tree removal permit;

   e. An application for a building permit for a single-family or two-family dwelling proposed on an existing parcel shall include a tree survey or a tree inventory that illustrates the species and diameter at breast height of all trees on site; and

   f. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

2. The following situations are exempt from the requirements of this landscaping code:

   a. Development that occurs within the Corridor Overlay Zone (COZ) zoning district;

   b. Any interior construction, renovation, or remodeling which does not increase the footprint of the building;

   c. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes; and

   d. The removal of underbrush and trees less than four (4) inches measured at DBH.

C. General Requirements:

1. Landscape Plan:

   a. *Single Lot: One and Two Family*

      (1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect or landscape designer (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan illustrating;

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for any proposed irrigation system; and

iv. Required landscape buffer areas per this LDR.

b. *Subdivision, Multi-Family (3 or more units), or Commercial and Industrial*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan signed and sealed by a licensed landscape architect illustrating:

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for an irrigation system; and

iv. Required landscape buffer areas, in accordance with the City's LDR.

(4) The final landscape plan shall be reviewed by the Development Services Director or his/her designee and no building permit shall be issued by the Building Department until the plan is approved and the following steps have been taken:

i. A land clearing permit has been issued by the City Engineer; and,

ii. Existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the Development Services Director or his/her designee.

(5) A Certificate of Occupancy cannot be issued until the Development Services Director or his/her designee has verified to the Building Official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

c. *Existing Residential, Commercial, or Industrial Property*

The entire replacement of existing landscaping for existing residential, commercial, or industrial property with an existing primary structure, shall at that time be treated as new construction and meet all current landscaping regulations under Article VI. The plan shall indicate the following:

(1) The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer;

(2) Type, size, and location of all plant materials, in accordance with the City's Land Development Regulations (LDR);

(3) Landscape area protection structures (i.e. curbs, planters, or other similar structures);

(4) Plans and specifications for an irrigation system; and

(5) Required landscape buffer areas, in accordance with the City's LDR.

2. Landscape Materials Standards:

a. One hundred percent (100%) of all required landscaping shall be Florida-Friendly Landscaping™ (FFL). The Florida Friendly Landscaping program is a partnership between the University of Florida, Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension) and the Florida Department of Environmental Protection. Detailed information for FFL standards can be found on the IFAS program website or by contacting the Volusia County's local IFAS Extension office at 3100 East New York Avenue, DeLand.

b. All plant materials shall be healthy, well proportioned, disease-free, and pest-free. Additionally, all plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the Development Services Director or his/her designee, natural vegetation is adequate to provide the necessary visual screening.

c. Trees:

(1) Canopy trees shall be a minimum of twelve (12) feet in height and have a minimum caliper of three (3) inches when measured six (6) inches above ground level.

(2) Understory Trees shall be a minimum of eight (8) feet in height and have a minimum caliper of two (2) inches when measured at six (6) inches above ground level.

(3) Trees planted within twelve (12) feet of publicly maintained streets or other improvements shall be selected from Florida-Friendly Landscaping™ or shall be a tree species approved by the Development Services Director or his/her designee.

(4) Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed fifty percent (50%) of the total area under the drip line of the tree. Impervious areas may be no closer than two (2) feet for palm trees and four (4) feet for all other species of trees.

d. Shrubs shall be a minimum of two (2) feet in height, immediately after planting. Plants for the purpose of creating hedges shall be spaced no more than three (3) feet apart measured from center to center, maintaining a minimum of thirty inches (30") in height after the first year of planting.

e. Ground covers may include any plant materials that reach an average height of not more than twelve (12) inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

f. Grassed areas shall be planted with any of the following species of grass common to central Florida: St. Augustine (Stenotaphrum secundatum), Bermuda (Cynodon Dactylon), Zoysia (Zoysia Japonica) and Bahia (Paspalum notatum). Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

g. Stone, gravel, pine straw, bark, or a mulch approved by the Development Services Director or his/her designee shall be used in combination with other plants. Cypress bark is not an approved material.

h. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this section.

3. Maintenance Requirements:

a. All plantings must be maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.

b. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.

c. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the

road, curb, median, or sidewalk, to maintain the sod or other materials approved by the city engineer.

d. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the Code Compliance department.

4. Sodding:

a. All landscaped common spaces, whether used for water retention or not, shall be sodded.

b. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building.

5. Non-Vegetative Materials.

a. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping.

b. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not require a permit unless they exceed five hundred (500) square feet.

c. Stone, gravel, artificial turf and rock beds that exceed five hundred (500) square feet are permitted subject to obtaining a permit from the Building Department and compliance with the following provisions:

(1) The installation of artificial turf is permitted in all zoning districts and limited to play areas of public/private parks and institutions.

(2) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and shall be subject to City stormwater requirements.

(3) Installation of artificial turf within public and private rights-of-way is prohibited.

(4) Artificial turf shall not be visible from rights-of-way on residentially zoned properties.

(5) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body with the exception of swimming pools.

(6) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.).

(7) Artificial turf must be installed outside of the drip line of any tree.

(8) Artificial turf shall be considered one hundred percent (100%) impervious surface unless an acceptable maximum impervious area is submitted to and approved by

the City Engineer. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious area for the subject property within the applicable zoning district and location requirements above.

(9) Artificial turf shall consist of materials that appear natural in appearance and color. The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

6. Utilities:

a. Required plantings shall avoid utility easements unless approved by the New Smyrna Beach Utilities.

b. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall be approved by New Smyrna Beach Utilities.

c. Required canopy tree plantings in buffer areas that fall within utility easements may be reduced to understory trees at a rate of two (2) understory trees per required canopy tree.

d. Plant materials shall be selected to minimize potential root system damage or interference with public utilities.

7. Minimum Landscape Standards:

a. Irrigation:

(1) Excepting single family lots, all landscaped areas shall be irrigated with a workable underground irrigation system. Areas left in their natural state do not need to be irrigated.

(2) All multi-family developments containing more than ten (10) units shall use a non-potable water irrigation system for watering landscaped areas if available.

b. Residential:

(1) Each residential lot shall contain a minimum of one (1) tree for every 2,000 square feet of lot area or portion thereof (rounded to the nearest whole number. If a lot contains an insufficient number of existing trees to meet this requirement, replacement trees shall be provided. A minimum of 50% of the trees provided must be a canopy tree, as defined by Florida-Friendly Landscaping™. In addition, a minimum of ten (10) shrubs preserved or planted on the property.

(2) Trees located within setbacks may only be removed upon obtaining necessary removal permits in accordance with all other sections of this code. Prior to the

issue of an approved building permit the following trees shall be preserved if located within required setbacks.

i. All historic trees.

ii. All specimen trees

iii. All other non-invasive trees meeting the landscape material standards as described in this code

c. New subdivisions:

(1) Subdivisions that create new streets shall provide a landscaped entrance buffer having minimum dimensions of twenty (20) feet in width, fifty (50) feet in depth, and 1,000 square feet in area on both sides of the main vehicular entranceway to the subdivision.

(2) Platted lots shall have a minimum of one (1) tree for every 2,000 square feet of lot area or portion (rounded to the nearest whole number) and a minimum of ten (10) shrubs preserved or planted on the property. Fifty percent (50%) of the trees provided must be canopy trees. No less than eight (8) of the shrubs shall be located in front of the home. No Certificate of Occupancy shall be issued until this requirement has been met.

(3) All recreation areas within a subdivision shall be landscaped except those with natural vegetation or conservation areas. Recreation areas having trails for walking, jogging or biking in a corridor or lineal type fashion, and having a length of at least 250 feet and a width of at least fifteen (15) feet may be left natural, stabilized, or paved.

(4) Fifteen percent (15%) of the gross area of any new subdivision shall be designated for the protection of trees. The area required to protect specimen trees as defined in this LDR's Definitions section may be included to satisfy this requirement.

d. Multi-family and Non-residential:

(1) A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

e. Parking Areas:

(1) All off-street parking lots with eight (8) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping.

(2) All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, then curbing shall be gapped to allow flow of water into and through the grassed landscaped area.

(3) Required off-street parking areas with parking spaces for eight (8) vehicles or more shall have interior landscaped areas covering ten (10%) percent of the total off-street parking area.

(4) Shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area.

(5) Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements.

(6) Interior landscaped area, excepting landscaped islands, shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

(7) Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

(8) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

i. Each island shall contain a minimum of one canopy tree as defined by the Florida-Friendly Landscaping™. For the purpose of accent or landscape design, other trees may be used if approved by the Development Services Director or his/her designee.

ii. Islands shall divide parking spaces in order to relieve large expanses of paved areas.

iii. The size of the island shall be a minimum width of nine (9) feet, as measured from the interior side of the curb, and a minimum area of one hundred sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six (6) feet wide, and one hundred (100) square feet of area upon approval of the Development Services Director or his/her designee.

iv. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.

v. A waiver of the required ten (10) parking spaces without an island can be authorized by the Development Services Director or his/her designee, if in support of existing tree preservation. In no case shall there be more than fifteen (15) parking spaces without an island. Should a waiver be approved,

landscaped islands shall be provided at a minimum width of ten (10') feet wide, as measured form the interior side of curb, and have a minimum area of one hundred eighty (180) square feet.

(9) Tree preservation in parking areas. Preservation and planting of trees in parking lots shall be approved by the Development Services Director or his/her designee in accordance with this LDR. The preservation of trees in parking areas having a diameter of four (4) inches DBH or larger qualify for a reduction in required parking spaces at the discretion of the Development Services Director or his/her designee, when the reduction in parking spaces will preserve approved species of trees. A reduction of up to fifteen percent (15%) of the required parking spaces may be approved, the total reduction in parking spaces shall not exceed fifty (50) spaces. The reduction in parking spaces shall be subject to the following:

i. The number of parking spaces and the percentage of parking reduction requested shall be provided on each site plan application.

ii. The required number of parking spaces shall be designated on an approved site plan.

D. Additional Requirements for Specific Uses:

The following uses require additional considerations beyond the minimum requirements listed above:

1. Adult congregate living facilities: In addition to the LDR Section 504.00 requirements, twenty five percent (25%) of the yard shall be covered with grass or other vegetation. Vegetation or plants other than grass shall be approved by the Development Services Director or his/her designee.

2. Airport Industrial Park: All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. Landscaping is to be accomplished using quality materials and workmanship.

3. Child day care on church property: Play areas shall be fenced and landscaped. The landscaping shall include a vegetative hedge planted at least four (4) feet in height, three (3) feet on center, and be six (6) feet in height within two years.

4. Construction and demolition debris disposal facility, materials recovery facility, recovered materials facility or off-site disposal of land clearing debris facility: Perimeter landscape buffers shall be established prior to initiation of the activity and shall be a minimum of fifty (50) feet adjacent to all boundaries.

E. Landscape Buffers:

Where a landscaped buffer area is required, the following regulations shall apply:

1. In General:

a. Buffer areas shall consist of a combination of trees, shrubs, and groundcover. The number of required minimum plantings for trees and shrubs shall conform to Buffer Table 2. A minimum of 20% of the buffer area shall be planted with groundcover.

b. The property owner shall be responsible for the creation and maintenance of all required buffer areas.

c. Some uses may require screening from adjacent properties in the form of opaque fencing, masonry walls, or vegetative hedges.

d. If plant materials are used for screening they shall be at least three (3) feet tall at time of planting.

e. If a decorative wall or fence is used for screening, it shall be six (6) feet high with shrubs planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs shall be planted at intervals of no more than six (6) feet.

f. Any proposed landscape buffer plantings within a utility easement shall be approved by New Smyrna Beach Utilities.

g. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or right-of-way.

h. Access through buffer areas to facilitate pedestrian or vehicular traffic between adjacent properties shall not reduce the requirement for plantings based upon linear feet.

i. Access for pedestrian paths or bike trails through a buffer shall be a maximum of one (1) foot wider than the path or trail and located not less than 100 feet apart.

j. A buffer may incorporate stormwater low impact development (LID) best management practices (BMPs) as long as the required plantings are also provided, the landscaping does not interfere with proper functioning of the stormwater system, and the design water depth does not harm the viability of such plantings.

k. Street lighting may be incorporated into the buffer area.

l. Vertical construction, parking, storage, active recreation and loading areas shall not be permitted to encroach a designated buffer area, except for approved pedestrian and bike path access as described above.

2. A buffer shall be required between zoning districts according to the standards set forth in Buffer Table 1. The existence of public or private right-of-way along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Buffer Table 1.

Intensity of Use	1	2	3	4	5
1: A-1C, A-2, A-3, A-4, FR, C, RA, R	No Buffer	Low	Low	Medium+	High
2: RE, R-1, R-2, R-2A, R-3, R-3A, , R-1CO, R-3CO	Low	No buffer	Low	Medium	High
3: R-3B, R-4, R-5, R-6z, MH-1, MH-1CO, MH-2, MH-4	Low	Low	Low	Medium	Medium +
4: MU*, B-2, B-3**, B-4, B-5, B-6, B-6A, CM, I-1	Medium+	Medium	Medium	Low	Medium +
5: I-2, I-3, I-4	High	High	High	Medium+	Medium

*MU zoning district is exempt from buffers except for a five (5) foot buffer around parking areas or when adjacent to residentially zoned properties.

**B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting other B-3 zoned parcels. B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting residentially zoned properties when a six (6') foot tall block wall is provided. These buffered areas shall require two (2) canopy trees and thirty-three (33) shrubs planted per 100 linear feet and 20% of the buffer area planted with groundcover.

3. Where a buffer is required it shall conform to the standards set forth in Buffer Table 2.

Buffer Table 2.

Buffer Type	Buffer Width	Required minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs
Medium	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.
High	20 Feet	Three (3) Canopy Trees, Four (4) Understory Trees, 133 Shrubs Unbroken hedge, fence, or wall.

Exhibit "B"

604.051 Tree Preservation:

A. *In general - Tree removal.* It is unlawful for any person to cut down, move, remove or destroy any tree in violation of the rules of this section. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit (if a permit is required) from the city's development services department. No permit to cut down, move, remove or destroy any tree (if a permit is required) shall be issued for any property unless the property owner has an active building permit or land clearing and water management permit. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the city commission. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection (if a permit is required). West of the Indian River, this section shall apply to trees that are six inches or greater in diameter measuring four feet above ground level and trees with a multi-stem trunk system with a well developed crown at least 15 feet high as measured from its base shall be subject to the provisions of this section. East of the Indian River, this section shall apply to trees that are four inches or greater measured four feet above ground level. Trees smaller than the aforesaid trees (to wit: saplings) are specifically excluded and shall not be subject to the provisions of this section. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning classifications that are covered within each of these groups are set forth in each individual group.

(1) *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, MH-1, MH-2 zoning districts.

a. Minimum tree coverage standard. All properties zoned for residential uses shall have no less than one tree for every 2,500 square feet of property.

b. Time to come into compliance with minimum tree coverage standard.

1. New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.
2. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. As an alternative to planting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement shall be as outlined in subsection B., below. The option to provide a payment into the tree mitigation fund shall only apply to properties zoned or used exclusively for single-family and two-family residential uses. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

c. Permit and tree replacement requirement.

1. Residentially zoned property. All tree removal on land zoned for residential uses shall be in compliance with this provision.

(a) Trees that may be removed without a permit and no replacement trees are required. The trees listed on the Florida Exotic Pest Plant Council (FLEPPC) list may be removed from land zoned for residential uses without obtaining a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property replacement trees are required.

(b) Trees that permits for removal are required and replacement trees are not required. The trees listed below may be removed from land zoned for residential uses with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property replacement trees are required.

i. All dead, dying and diseased trees.

(c) Trees requiring permits for removal and replacement trees are required. The trees listed below may be removed from land zoned for residential uses with a permit from the city and replacement trees shall be required to replace trees that have been removed. However, if the removal of a tree or trees does not result in the number of trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property, no replacement trees shall be required.

i. All healthy specimen trees.

ii. All healthy historic trees (permit must be issued by city commission.)

iii. All healthy trees other than the invasive exotic trees listed in (1)c.1.(a) above.

(2) *Commercial and industrial zoning classifications.* The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, and R zoning districts.

a. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one tree for every 2,500 square feet of property or as required by an approved site plan.

b. *Time to come into compliance with minimum tree coverage standard.* New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

c. *Permit and tree replacement requirement.*

1. Commercial and industrial zoned property. All tree removal on land zoned for other than residential uses shall be in compliance with this section.

(a) Trees that may be removed without a permit and no replacement trees are required. The trees listed on the Florida Exotic Pest Plan Council (FLEPPC) list may be removed from land zoned for commercial and industrial uses without obtaining a permit from the city and replacement trees shall not be required to replace trees that have been removed, as long as the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property or as required by an approved site plan. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property or removal of the trees is required by an approved site plan, replacement trees are required.

See, section 169(a)(6) of the Volusia County Code of Ordinances for list of exempt species of trees.

(b) Trees that permits for removal are required and replacement trees are not required. The trees listed below may be removed from land zoned for commercial and industrial uses with a permit from the city and replacement trees shall not be required to replace trees that have been removed, so long as the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property or as required by an approved site plan. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property or removal of the trees is required by an approved site plan, replacement trees are required.

i. All dead, dying and diseased trees.

See, section 169(a)(3) of the Volusia County Code of Ordinances.

(c) Trees requiring permits for removal and replacement trees are required. The trees listed below may be removed from land zoned for commercial and

industrial uses with a permit from the city and replacement trees shall be required to replace trees that have been removed.

i. All healthy specimen trees.

ii. All healthy historic trees (permit must be issued by city commission.)

iii. All healthy trees other than the invasive exotic trees listed in (2)c.1.(a) above.

(3) *Agriculture zoning classifications.* Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section. This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens (See, section 169(a)(5) [of the] Volusia Code of Ordinances). The exemption in this provision shall be subject to the following condition. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three years of filing an application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section. The affidavit filed by the property owner may be challenged by the city within 30 days of filing the affidavit. In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the city manager or his designee. The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

a. The specific reasons stated by the property owner for removal of the trees.

b. The length of time the land has been in agricultural production.

c. Whether the agricultural use has been continuous.

d. The size of the area as it relates to efficient agricultural production.

e. Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

f. Whether the land is under lease and if so, the type and terms of said lease.

g. Whether the tree removal was done in the ordinary course of business.

h. Any contract for sale in existence at the time the affidavit is submitted.

i. Other factors that are relevant to the determination of good faith land use.

The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document.

See generally, section 169(a)(2) of the Volusia County Code of Ordinances.

(4) *Reserved.*

B. *Replacement trees.*

(1) Approved trees. Only the following trees shall be planted to meet the minimum tree requirements of this section and as replacement trees:

See Exhibit "A" attached hereto and by reference made a part hereof.

Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

(2) Prohibited trees. The following trees may not be planted to meet the minimum tree requirements and shall be removed when new construction is undertaken on a parcel.

All trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

(3) Replacement of trees shall be calculated based on the replacement of one-tenth of the total cross-sectional area of the trunk(s) of the protected tree(s) permitted for removal. Cross-sectional area shall be measured at the DBH of the tree. Single trees may be replaced with two or more trees meeting the standards as set forth in the following paragraph. For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12 inches or less DBH and two replacement trees for each tree in excess of 12 inches DBH.

(4) Replacement trees shall be a minimum of nine feet in height and have a minimum caliper of two and one-half inches when measured six inches above ground level. Replacement trees must be maintained in good condition.

(5) Replacement trees shall be selec ted from the tree list included as section B.(1), above. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

(6) Palms may be used as replacement stock up to the full cross-sectional area of palms being removed from the site and for up to one-third of the cross-sectional

area for replacement of non-palm species at the ratio of 16 square inches of replacement cross-sectional area of palms for each square inch of required non-palm species replacement. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	DBH of Non-Palm Species
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

(7) When replacement trees are required, the replacement trees shall be provided prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within 60 days of the date when notice is provided that replacement trees are required.

(8) Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

(9) In the event that a property has existing tree canopy coverage of 30 percent or greater of the property, the property owner may elect to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The type of trees to be planted and the location of the trees must be approved by the city department responsible for the operation of the public right-of-way, park, or recreation area. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(10) Except as exempted in [sub]section 604.051(B)(9), above, tree replacement shall occur on-site, if there is adequate space to plant the replacement trees. If there is not sufficient space on-site, the developer shall then plant replacement trees within public rights-of-way immediately adjacent to the property owner's

property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property, provided such park is within the incorporated boundaries of the city. If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

The cost of replacement trees shall be $500.00 per 2.5-inch caliper hardwood tree, measured six inches above grade level or 8-inch caliper palm tree measured four feet above grade. The cost per tree shall be reviewed beginning January 1st of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section. If needed, an amendment to the Code will be brought to the planning and zoning board in February of each calendar year.

Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

- Planting native trees, shrubs and plants on city-owned property.
- Purchasing environmentally sensitive land for permanent preservation.
- Purchasing a vacant parcel that could be planted with replacement trees.
- Removing invasive species from city-owned property.
- Raising community awareness about the care of the natural environment.
- Funding of matching grants for projects involving vegetative plantings.
- Designing and planting right-of-way beautification projects.

C. *Tree protection during construction.*

(1) Marking trees. Prior to the commencement of construction any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

(2) Temporary barriers. During the period of construction a temporary barrier at least three feet in height shall be formed a minimum of seven feet from the base of the tree or trees and it shall include at least 50 percent of the area under the drip line of the tree(s). (Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed 50 percent of the total area under the drip line of the tree. The impervious area may not be located closer than six feet from the trunk of the tree.)

(3) Natural soil level. Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

D. *Variances.* The following variances shall be allowed as variances to the minimum tree standards provided for in this section. Variances shall be reviewed and approved by the development services director or his designee.

(1) Variances allowing removal without replacement. Trees may be removed without replacement for the following purposes:

a. Trees in areas needed for a septic tanks and drain field (must be approved by health department and the septic tank and drain field can not reasonably be moved to another location).
b. Trees in the areas that need to be de-mucked to stabilize soils. Future development on the property must comply with the general minimum tree standards.
c. Trees in the building foot print plus ten feet around the foot print of a single-family or two-family residence or permitted accessory structures (For example: driveways, sidewalks, patios, and swimming pools) for a single-family or two-family residence.
d. Trees need to be removed to construct a golf course. Historic and specimen trees must be replaced in accordance with the provisions for replacing historic and specimen trees.
e. Trees need to be removed to construct an athletic field.

(2) Variances allowing removal with replacement. Trees may be removed with replacement for the following purposes.

a. Trees in building foot print for multi-family residential structures.
b. Trees in building foot print for commercial structures.
c. Trees in building foot print for industrial structures.

E. *Exemptions.* The following exemptions shall apply to this section. Exemptions shall be reviewed and approved by the development services director or his designee.

(1) Storm threat to a residential structure. Residential structure exemption from tree protection.

Notwithstanding any provision to the contrary in this section, any tree that could fall on a residential structure is exempt from all city tree preservation requirements and may be removed at any time with the permission of the owner. To qualify for this exemption, the residential structure subject to being hit by the tree must be located on a lot zoned and used for single-family dwellings. The removal of a tree under this provision requires the tree owner's written authorization and a tree removal permit issued by the city. Trees removed under this provision are exempt from all tree replacement requirements.

(2) Public safety and sanitary exemptions. Trees may be removed without replacement for the following purposes:

a. Trees threatening air safety.
b. Trees in public rights-of-way for either construction or maintenance. (Note: Specimen trees on the public rights-of-way must be replaced with a replacement

tree at the closest location on public right-of-way available. See section 50-169(4) of the Volusia Code of Ordinances.)

c. Trees interfering with the construction of utilities, so long as the removal of the trees does not reduce landscape buffer plantings below the minimum requirements. If the placement of utilities results in a reduction of plantings below the minimum buffer requirements, the plantings must be replaced by the person granted the tree removal permit for new development, or by the utility responsible for the removal of the trees for utility construction, reconstruction or maintenance on all other properties. The replacement rate shall be ten percent of the cross-sectional area of the trees to be removed.

d. Trees and vegetation posing a fire hazard which threaten life or property may be removed by written authorization of the fire chief or his designee.

F. *Permitting.* The tree removal application shall be made in the following manner:

(1) Sites requiring plan review committee (class II or class III site plans) approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four inches in diameter at 4.5 feet above ground level. In lieu of a tree survey an applicant may submit any generally accepted method of calculating the number of trees.

Class I site plans may submit a sketch in place of a tree survey.

No permit to clear or grade shall be issued until either the required survey or sketch is filed.

(2) The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced. Groups of trees in close proximity may be designated as "clumps" of trees with the estimated number shown. Historic trees, specimen trees, and those trees to be removed, relocated or replanted must be named (botanical) on the site plan.

(3) In the case of partial development, show only those areas and items affected.

(4) Upon receipt of the application and fee for tree removal permit, the city manager or his designee shall review the plans and may inspect the site.

(5) If the work described is not begun within one year from the date of issuance of the permit for tree removal, said permit shall be void. The city manager or his designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

(6) Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the city commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

a. Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation. operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

b. Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

(7) Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director, based on the proposed tree removal meeting one of the four conditions listed in Section 604.051(F)(6)(a). Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

G. *Appeal.* Within 30 days after any decision made by the city manager or his designee in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the city commission, who by majority vote may affirm, reverse or modify the decision of the city manager or his designee. The city commission's review of the city manager's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the city clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the city commission shall be subject to review by the circuit court of appeal.

H. *Violations and penalties.* Any person, organization, society, association, or corporation or any agent or representative thereof, who shall violate the provisions of this section shall, upon a finding of violation by the code enforcement board, be required to replace all trees with trees chosen from the "Large and Medium Trees" section of the "New Smyrna Beach Tree List" provided as Exhibit A, necessary to provide the total cross-sectional area of the tree(s) removed, provided that no individual replacement tree shall have a diameter of less than six inches when measured four feet above ground level, a height of no less than 15 feet and a crownspread of not less than ten feet. The replacement of trees under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one year.

I. *Stop work orders.* The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section (See, section 50-165 of the Volusia Code of Ordinances.)

J. *Tree preservation in parking areas.* Preservation and planting of trees in parking lots shall be approved by the city horticulturist in accordance with section 604.051. If trees

having a diameter of six inches or larger on the mainland, or four inches or larger on the beachside are preserved in parking areas, a reduction in required parking spaces shall be allowed, when the reduction in parking spaces will preserve species of trees other than species listed in section 604.051B(2). The city horticulturist shall approve the reduction of required parking spaces as provided below. The reduction in parking spaces shall not exceed 50 spaces. The reduction in parking spaces shall be subject to the following limitations:

(1) The required number of parking spaces shall be designated on an approved site plan.

(2) The reduction of required parking spaces shall be allowed as set forth below. In no event shall the reduction in spaces exceed 50 parking spaces.

Required Parking Spaces	Maximum Reduction in Spaces
1—40	0
5—41	1
15—24	2
25 or more	10% rounded to the nearest whole number, not to exceed 50 spaces

NEW SMYRNA BEACH TREE LIST

			Estimated	Average											
LARGE AND MEDIUM TREES		Maximum	Crown	Spread											
CANOPY TREES		Height	(20-Year)	(35-Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Birch, river	Betula nigra	60	25	40	*	Med	*		W	C	M		1	C	
Black cherry	Prunus serotina	60	30	40	*	Med	*	*		C	D	F	2	C	
Black or sour gum	Nyssa sylvatica	80	30	40	*	Lrg	*	*		C			2	C	
Cedar, southern red *	juniperus silicicola *	60	20	40	*	Med	*			E	D	F	2		
Cypress, bald	Taxodium distichum	100	20	30	*	Lrg			W	C	M		0		L
Cypress, pond	Taxodium ascendens	70	15	20	*		*		W	D	M		0		L
Elm, Chines 8 (draks)	Ulmus parvifolia	60	40	60				*		D			0		

Elm, Florida	Ulmus americana floridana	80	30	50	*	Lrg	*	*		D	M		1		
Hercules club *	Zanthoxylum clava-herculis	50	25	40	*		*			D	D		1		
Hickory, scrub *	Carya floridana	60	20	30	*		*			D	D		3		
Hickory, pignut	Carya aquatina	90	30	50	*	Lrg	*	*		D			2		
Hickory, water	Carya glabra	70	20	40	*				W	D	M		3		
Holly, American	Ilex opaca	50	15	25	*		*	*		E			2	C	
Loblolly bay	Gordonla lasianthus	60	20	35	*		*		W	E	M		1	C	
Magnolia, southern *	Magnolia grandilfora	90	20	35	*		*	*		E			1	C	
Magnolia, sweetbay	Magnolia virginiana	70	20	25	*	Med	*		W	S	M		1	C	
Maple,	Acer rubrum	80	25	40	*	Lrg	*		W	D	M		1	C	

red															
Mulberry, red *	Morus rubra	50	25	35	*					D			2	C	
Oak, chestnut	Quercus michauxii	90	25	40	*	Lrg	*		W	D	M		2		
Oak, laurel	Quercus hernispherica	80	20	50	*		*			S			2		L.B
Oak, live *	Quercus virginiana	80	45	80	*	Lrg	*	*		E			3		L
Oak, Shumard	Quercus shumardii	90	30	60	*	Lrg		*		D			2	C	
Oak, white	Quercus alba	80	20	40	*	Lrg		*		D			2		
Palm, cabbage *	Sabal palmetto	80	14	12	*				W	E			1		
Palm, date	Phoenix spp.	60	26	24						E			0		F

;sz=6q;*Asterisk * indicates the tree is salt tolerant and appropriate for beachside.

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street	=	Street tree	D	=	Deciduous	D	=	Well	F	=	Requires	B	=	Prone to	0	=	Low or	C = Color

Buffer Lot Wet	= = =	Shade tree for buffer strips Shade tree for parking lots Tree suitable for littoral zone and wet detention plantings as well as upland sites	E S	= =	Evergreen Semi-Evergreen	F M	=	drained Fertile Moist to wet	S	=	full sun Requires some shade	D I L P T F	= = = = = =	stem breakage Prone to disease problems Prone to insect problems Large (10 foot or more) bed required Prolific reproduction (sucker or seed) Toxic to humans Suffers freeze damage (not reliably cold hardy)	1 2 3	= = =	none Moderate High Very high	from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.
When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.																		

			Estimated	Average											
LARGE AND MEDIUM TREES		Maximum	Crown	Spread											
CANOPY TREES		Height	(20 Year)	(35 Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Palm, Washington	Washingtonia robusta	90	12	10						E			0		F
Persimmon *	Diespyros virginiana	50	15	30	*	Med				D			1		
Pine, loblolly	Pinus taeda (rust resistant)	90	20	30	*		*	*		E			1		
Pine, longleaf	Pinus palustris	80	20	30	*	Lrg	*	*		E		F	1		
Pine, slash *	Pinus elliottii (rust resistant)	100	20	30	*					E		F	1		
Red bay *	Persea borbonla or hurnilis	60	25	40	*		*			E			1		D
Sugar(Hack)berry *	Celtis laevigata	70	30	50	*	Lrg		*		D			2		B.P
Sweetgum	Liquidambar styraciflua	90	30	50	*		*		W	D	M		1	C	
Sycamore,	Platanus	100	40	60	*	Lrg		*	W	D			1	C	

american	occidentalis														
Tulip poplar	Lirlodendron tulipifera	90	25	40	*	Lrg	*		W	D			2	C	

;sz=6q;

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street Buffer Lot Wet	= = = =	Street tree Shade tree for buffer strips Shade tree for parking lots Tree suitable for littoral zone and wet detention plantings as well as upland sites	D E S	= = =	Deciduous Evergreen Semi-Evergreen	D F M	= = =	Well drained Fertile Moist to wet	F S	= =	Requires full sun Requires some shade	B D I L P T F	= = = = = = =	Prone to stem breakage Prone to disease problems Prone to insect problems Large (10 foot or more) bed required Prolific reproduction (sucker or seed) Toxic to humans Suffers freeze damage (not reliably cold hardy)	0 1 2 3	= = = =	Low or none Moderate High Very high	C = Color from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.
When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.																		

NEW SMYRNA BEACH TREE LIST

			Estimated	Average											
SMALL TREES		Maximum	Crown	Spread											
UNDERSTORY TREES		Height	(20 Year)	(35-Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Buckeye, red	Aeseulus pavla	30	10	15	*	Sm				D	M		2	C	
Burnelia *	Burnelia tenax or lanuginosa	30	10	15	*		*			E			1		
Crape myrtle	Lagerstroemia indica	25	10	10						D		F	0	C	
Chicasaw plum	Prunus angustifolia	20	10	15	*		*			D			3	C	
Devits-walkingstick	Aralia spinosa	20	10	15 0	*					D			2	C	P
Dogwood, flowering	Cornus florida	30	15	20	*	Sm				D	D	S	2	C	
Elm, winged	Ulmus alata	40	15	25	*	Sm		*		D			2		
Florida	Forestiera	10	5	8	*					E	D	F	2		

privet *	segregata														
Fringe tree	chionanthus virginicus	25	15	20	*	Sm	*			D		F	1	C	
Hawthorn	Crataegus spp.	25	15	20	*				W	D			1	C	
Holly, dahoon	Ilex cassine	30	15	25	*	Sm	*		W	E	M		2	C	
Holly, East Paiztka	Ilex x attenuata "E.Palat."	40	15	20	*	Sm	*	*		E			2	C	
Holly, yaupon *	Ilex vomitoria	30	15	20	*		*	*		E			2	C	
Hornbeam	Carpinus caroliniana	30	20	30	*				W	D	M		1	C	
Mangrove, red *	Rhizophora mangle L.	40	15	25	*				W	E	M		2	C	
Maple, Florida sugar	Acer barbatum (floridanum)	30	15	20	*	Sm	*	*		D	M		1	C	
Maple, write bark	Acer leucoderme	30	15	20	*	Sm	*	*		D			1	C	
Marlberry *	Ardesia escaltonioides	20	10	15	*		*			E		S	2	C	

Oak, Chapman	Quercus chapmanii	30	10	15	*					E			1		
Oak, myrtle *	Quercus myrtafolia	30	20	30	*					E			2		
Oak, sand live *	Quercus geminata	40	30	40	*	Sm		*		E	D		3		
Oak, turkey	Quercus laevis	40	25	40	*	Sm				D	D		2	C	
Olive, wild *	Osmarthus americanus	40	20	30	*	Sm	*			E			1		

;sz=6q;

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street	=	Street tree	D	=	Deciduous	D	=	Well-drained	F	=	Requires full sun	B	=	Prone to stem breakage	0	=	Low or none	C = Color from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida
Buffer	=	Shade tree for buffer strips Shade tree for parking lots Tree suitable for littoral zone and wet detention	E	=	Evergreen	F	=	Well-drained	S	=	Requires some shade	D	=		1	=	Moderate	
Lot	=		S	=	Semi-Evergreen	M	=	Fertile Moist to wet				I	=		2	=	High	
Wet	=											L	=	Prone to disease problems	3	=	Very high	
												P	=	Prone to insect problems				
												T	=					
												F	=	Large (10 foot or more) bed				

		~~plantings as well as upland sites~~												~~required Prolific reproduction (sucker or seed) Toxic to humans Suffers freeze damage (not reliably cold hardy)~~				~~populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.~~
~~When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.~~																			

			Estimated	Average											
SMALL TREES		Maximum	Crown	Spread											
UNDERSTORY TREES		Height	(20 Year)	(35 Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Redbud, eastern	Cercis canadensis	25	15	25-0	*					D			2	C	
Rusty lyonia	Lyonia ferruginea	20	15	20	*					E	D		1	C	
Sea Grape *	Coccoloba uvifera	30	15	20	*		*			E	D	F	1	C	
Simpson's stopper *	Myrcianthes fragrans	25	10	15	*		*			E			2	C	
Soapberry, wingteaf	Sapindus saponaria *	30	15	20	*	Sm				C			1	C	
Sparkleberry *	Vaccinium arborium	25	10	15	*					E	MD		3	C	
Swamp bay	Persea palustris	40	15	30	*				W	E	F		1	C	
Sumac, shining	Rhus copallina	20	10	15	*		*			D			2	C	

Vibumum, Walter	Vibumum obovatum	20	10	15	*					S			1	C	
Waxmyrtls *	Myrica cerifera	30	15	20	*		*		W	E			1		B.P
Wild lime *	Zanthoxylum fagara	30	10	15	*					E			1	C	
Yellow anis	Illiclum parviflorum	20	10	15	*				W	E			1	C	

;sz=6q;*Asterisk * indicates the tree is salt tolerant and appropriate for beachside.

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street Buffer Lot Wet	= = = =	Street tree Shade tree for buffer strips Shade tree for parking lots Tree suitable for littoral zone and wet detention plantings as well as upland sites	D E S	= = =	Deciduous Evergreen Semi-Evergreen	D F M	= = =	Well-drained Fertile Moist to wet	F S	= =	Requires full sun Requires some shade	B D I L P T F	= = = = = = =	Prone to stem breakage Prone to disease problems Prone to insect problems Large (10 foot or more) bed required Prolific reproduction (sucker or seed) Toxic to humans Suffers freeze damage (not reliably cold hardy)	0 1 2 3	= = = =	Low or none Moderate High Very high	C = Color from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.
When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.																		

~~NEW SMYRNA BEACH TREE REPLACEMENT TABLE~~			
~~Diameter~~	~~Replacement Stock~~		~~Number of 2″~~
~~(Inches)~~	~~(Inches)~~	~~(Feet)~~	~~Diameter Trees~~
~~4~~	~~1~~	~~0.10~~	~~0~~
~~5~~	~~2~~	~~0.16~~	~~1~~
~~6~~	~~3~~	~~0.24~~	~~1~~
~~7~~	~~4~~	~~0.32~~	~~1~~
~~8~~	~~5~~	~~0.42~~	~~2~~
~~9~~	~~6~~	~~0.53~~	~~2~~
~~10~~	~~8~~	~~0.65~~	~~3~~
~~11~~	~~9~~	~~0.79~~	~~3~~
~~12~~	~~11~~	~~0.94~~	~~4~~
~~13~~	~~13~~	~~1.11~~	~~4~~
~~14~~	~~15~~	~~1.28~~	~~5~~
~~15~~	~~18~~	~~1.47~~	~~6~~
~~16~~	~~20~~	~~1.67~~	~~6~~
~~17~~	~~23~~	~~1.89~~	~~7~~
~~18~~	~~25~~	~~2.12~~	~~8~~
~~19~~	~~28~~	~~2.36~~	~~9~~
~~20~~	~~31~~	~~2.62~~	~~10~~
~~21~~	~~35~~	~~2.88~~	~~11~~
~~22~~	~~38~~	~~3.17~~	~~12~~
~~23~~	~~42~~	~~3.46~~	~~13~~
~~24~~	~~45~~	~~3.77~~	~~14~~

~~25~~	~~49~~	~~4.09~~	~~16~~
~~26~~	~~53~~	~~4.42~~	~~17~~
~~27~~	~~57~~	~~4.77~~	~~18~~
~~28~~	~~62~~	~~5.13~~	~~20~~
~~29~~	~~66~~	~~5.50~~	~~21~~
~~30~~	~~71~~	~~5.89~~	~~23~~
~~31~~	~~75~~	~~6.29~~	~~24~~
~~32~~	~~80~~	~~6.70~~	~~26~~
~~33~~	~~85~~	~~7.12~~	~~27~~
~~34~~	~~91~~	~~7.56~~	~~29~~
~~35~~	~~96~~	~~8.01~~	~~31~~
~~36~~	~~102~~	~~8.48~~	~~32~~

A. In General:

1. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit, as required by the standards of this landscaping code, from the City's Development Services Department. No permit to cut down, move, remove or destroy any tree shall be issued for any property unless the property owner has an active building permit, or land clearing permit, or water management permit.

2. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the City Commission.

3. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection.

4. This section shall apply to trees that are four (4) inches or greater in diameter at DBH.

5. Trees with a multi-stem trunk system with a well-developed crown at least fifteen (15) feet high as measured from its base shall be subject to the provisions of this section.

6. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

7. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning

classifications that are covered within each of these groups are set forth in each individual group.

B. Residential Areas:

1. *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, R1-CO, R3-CO, MH-1, MH-2, MH1-CO, MH2-CO, zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for residential uses shall have no less than one (1) tree for every 2,000 square feet of property or portion thereof (rounded to the nearest whole number). Example: 8,900 sf: 4 trees, 9,100: 5 trees.

   If any lot contains an insufficient number of existing trees to meet this requirement replacement trees shall be provided by the owner.

3. Time to come into compliance with minimum tree coverage standard.

   a. New construction:

      (1) New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.

      (2) All residential lots shall be fully landscaped no longer than 60 days after a certificate of occupancy has been issued for the dwelling unit.

   b. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. An Alternative to this requirement is described in Section (7), below.

4. *Fifteen percent of development set aside for trees.* Fifteen percent (15%) of the area of any subdivision shall be designated for the protection of trees. The area required to protect specimen trees may be included to satisfy this requirement. This required area may be constituted as one or more sub-areas within the development. Said area may include any landscape buffer or other landscape areas required by the LDR for a development. Such designated areas shall contain sufficient land area to comply with minimum tree protection standards to adequately protect the trees contained within the areas. A minimum of fifty percent (50%) of the required minimum number of trees as provided in section (5) below shall consist of existing trees within said area. This requirement does not apply to single-family lots in approved subdivisions or additions, remodeling or similar modification of existing multi-family or non-residential development.

5. *Specimen tree protection.* The following table sets forth the minimum requirements for the protection of specimen trees:

No. of Specimen Trees	Minimum Specimen Tree Protection Requirement
Less than 3 per acre	80% of all specimen trees
3.0 to 5.0 per acre	65% of all specimen trees
5.1 to 8.0 per acre	50% of all specimen trees
8.0 or more per acre	30% or 6, whichever is greater, specimen trees per acre

6. *Legal mechanism to protect specimen trees.* The developer of a subdivision shall provide legal mechanisms which ensure the protection of specimen trees after construction has occurred. Such mechanisms may include but shall not be limited to conservation easements, common open space, tree protection easements, deed restrictions and homeowner's association documents. Specimen tree protection on residential lots shall only apply in the designated setback areas. Said legal mechanisms shall be reviewed and approved by the City Attorney.

7. As an alternative to meeting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement is outlined in in the Tree Removal and Replacement subsection, below. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

C. Commercial and Industrial Areas:

1. *Commercial and industrial zoning classifications.* The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, R and PUD zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one (1) tree for every 2,000 square feet of property or as required by an approved site plan. A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

3. *Time to come into compliance with minimum tree coverage standard.* New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development

permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

D. *Tree Protection During Construction*

1. *Marking trees.* Prior to the commencement of construction, any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

2. *Temporary barriers.* During the period of construction, a temporary barrier at least three (3) feet in height shall be formed a minimum of seven (7) feet from the base of the tree or trees and it shall include at least fifty percent (50%) of the area under the drip line of the tree(s).

3. *Natural soil level.* Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

E. Tree Removal and Replacement:

1. *Residential, Commercial, and Industrial Zoned Property.* All tree removal on land zoned for residential, commercial, and industrial zoned uses shall be in compliance with this provision.

   a. Trees not requiring permits or mitigation.

      The trees listed on the Florida Invasive Species Council list of Category I trees may be removed with an administrative waiver issued by the Development Services Director or his/her designee and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standards. If the removal of a tree or trees results in the number of the trees on the property falling below the minimum tree coverage standard replacement trees are required.

   b. Trees requiring permits for removal and do not require mitigation.

      All dead, dying and diseased trees, per an arborist report, may be removed with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one (1) tree for every 2,000 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one (1) tree for every 2,000 square feet of property replacement trees are required.

c. Trees requiring permits for removal and may require mitigation.

The trees listed below may be removed with a permit from the city and replacement trees shall be required to replace trees that have been removed.

(1) All specimen trees.

(2) All historic trees (permit must be issued by City Commission.)

(3) All other trees not described in (1) or (2) above.

2. *Agriculture Zoning Classifications.* This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens. Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section, with the following conditions:

a. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three (3) years of filing an application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption.

b. The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document. See generally, section 50 of the Volusia County Code of Ordinances.

c. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section.

The affidavit filed by the property owner may be challenged by the city within thirty (30) days of filing the affidavit.

In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner.

d. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the Development Services Director or his/her designee.

(1) The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

(2) The specific reasons stated by the property owner for removal of the trees.

(3) The length of time the land has been in agricultural production.

(4) Whether the agricultural use has been continuous.

(5) The size of the area as it relates to efficient agricultural production.

(6) Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

(7) Whether the land is under lease and if so, the type and terms of said lease.

(8) Whether the tree removal was done in the ordinary course of business.

(9) Any contract for sale in existence at the time the affidavit is submitted.

(10) Other factors that are relevant to the determination of good faith land use.

(11) See generally, section 50 of the Volusia County Code of Ordinances.

3. *Replacement Trees.*

a. Approved trees. Only trees listed on the Florida-Friendly Landscaping™ shall be planted to meet the minimum tree requirements of this section and be used as replacement trees:

b. Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

c. Trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

d. Replacement of trees shall be calculated based on the replacement of 40% of the total DBH inches of the protected tree(s) permitted for removal. Single trees may be replaced with two (2) or more trees meeting the standards of this code For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12-inches or less DBH and two replacement trees for each tree in excess of 12-inches DBH.

e. To encourage the retention of existing large trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section:

(1) Preserved specimen trees will be credited at 15% of DBH inches of each tree.

(2) Preserved historic trees will be credited at 20% of DBH inches of each tree.

f. Replacement trees shall adhere to the minimum tree standards in this code. Credited trees shall not reduce the number of required onsite plantings below the minimum requirements of this code.

g. Replacement trees shall be selected from Florida-Friendly Landscaping™. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

h. Palms may be used as replacement stock up to the full DBH inches of palms being removed from the site and up to one-fifth of the DBH inches of non-palm.

i. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	**DBH of Non-Palm Species**
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

j. When replacement trees are required, the replacement trees shall be installed prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within sixty (60) days of the date when notice is provided that replacement trees are required.

k. Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

l. Alternate Placement of Replacement Trees

(1) In the event that a property has existing tree canopy coverage of thirty percent (30%) or greater of the property, the property owner may request to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(2) If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

(3) The cost of replacement trees shall be assessed at the following rates:

i. One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

ii. Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

iii. Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) If needed, an amendment to this Code will be brought to the planning and zoning board in February of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section.

(5) Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

i. Planting native trees, shrubs and plants on city-owned property.

ii. Purchasing environmentally sensitive land for permanent preservation.

iii. Purchasing a vacant parcel that could be planted with replacement trees.

iv. Removing invasive species from city-owned property.1 Raising community awareness about the care of the natural environment.

v. Funding of matching grants for projects involving vegetative plantings.

vi. Designing and planting right-of-way beautification projects

4. *Permitting.*

The tree removal application shall be made in the following manner:

a. Class I Site Plans. If a resident applies to remove a tree from a developed lot, a survey of the lot indicating the location, size and number of trees required to meet the standards of this code shall be provided.

(1) The survey shall confirm that there is at least 1 tree for every 2,000 square feet. If the site is heavily wooded, note that on the application.

(2) In instances of existing developed lots, a sketch plan may be prepared and submitted by the property owner and/or applicant in lieu of a tree survey.

(3) No permit to clear or grade shall be issued until the required survey or sketch is filed with an approved building permit.

b. Class II or Class III Site Plans. Sites requiring Technical Review Staff-approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six (6) inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four (4) inches in diameter at 4.5 feet above ground level. Credit for trees between 2.5" to 6" in diameter can be given if indicated on the survey in lieu of having to provide mitigation or replacement trees.

(1) A sample size of 20% of a site may be surveyed in lieu of a full survey, or a similar suitable size, based on the discretion of the Development Services Director.

(2) No permit to clear or grade shall be issued until the required survey or sketch is filed with an engineering permit.

c. The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced along with their name (botanical) must be illustrated on the site plan.

d. In the case of partial development, show only those areas and items affected.

e. Upon receipt of the application and fee for tree removal permit, the Development Services Director or his/her designee shall review the plans and may inspect the site.

f. If the work described in submitted tree removal permit is not begun within one (1) year from the date of issuance of the permit for tree removal, said permit shall be void. The Development Services Director or his/her designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

g. Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the City Commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

(1) Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

(2) Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

h. Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director or his/her designee, based on the proposed tree removal meeting one (1) of the four (4) conditions listed in Section 8 (a) above. Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

5. *Violations and penalties.*

a. Any person, organization, society, association, or corporation or any agent or representative, who shall violate the provisions of this section shall, upon a finding of violation by the Development Services Director or his/her designee, be required to replace all removed trees with a number of trees equal to the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or their designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum onsite planting requirements have been met, in lieu of meeting the requirements for replacement of damaged or removed trees, in whole, or in part. The replacement of trees or required payments under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one (1) year.

b. Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(1) One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

(2) Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

(3) Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) Four hundred dollars ($400.00) per DBH inch for impacts to any tree identified as to be preserved in permits or landscape plans in addition to the rates above;

(5) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch preserved specimen tree. It is the property owner's responsibility to prove otherwise.

c. No certificate of occupancy or certificate of completion shall be issued for any development until all applicable administrative fines or civil penalties, and permits have been paid, accepted, approved, and verified by the Development Services Director or his/her designee.

6. *Appeal.*

Within thirty (30) days after any decision made by the Development Services Director in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board, who by majority vote may affirm, reverse or modify the decision of the Development Services Director. The Planning and Zoning Board's review of the Development Services Director's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the City Clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the Planning and Zoning Board shall constitute final administrative action, and appeals must be filed within 30 days of the boards written order of rendition in the circuit court of Volusia County.

7. *Stop work orders.*

The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section.

. . .



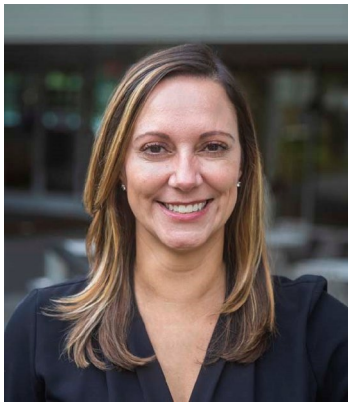
City of New Smyrna Beach

Landscape Code Update

April 8, 2025

James Hartsfield, AICP
Community Planner

Project Team



Roberta Fennessy, AICP, AIA

Project Manager



James Hartsfield, AICP

Community Planner

Project Goals

Perform a comprehensive review and update of landscape standards in the Land Development Regulations

- Incorporate code language reflective of best practices and Florida native plant specifications
- Emphasize maintenance and operations–minded regulations
- Provide relevant illustrations for clarity when appropriate
- Revise payments and penalties

Intent and Applicability

New sections

- Guides decision-making for reviewers
- Clearly identifies who is subject to the landscaping requirements

General Requirements

Landscape Plans

- What goes on it and who reviews it?

Landscape Materials Standards

- What can you plant? Existing standards updated and expanded.

Maintenance Requirements

- General requirements

General Requirements

Sodding Requirements

- Sodding requirements for common areas

Non-vegetative Materials

- Guidance for the use of stone, gravel and artificial turf

Utilities

- Guidance for landscaping in/near utility areas

General Requirements

Minimum Landscaping Standards

- Landscaping requirements for single family lots, new subdivisions, multifamily, and non-residential areas

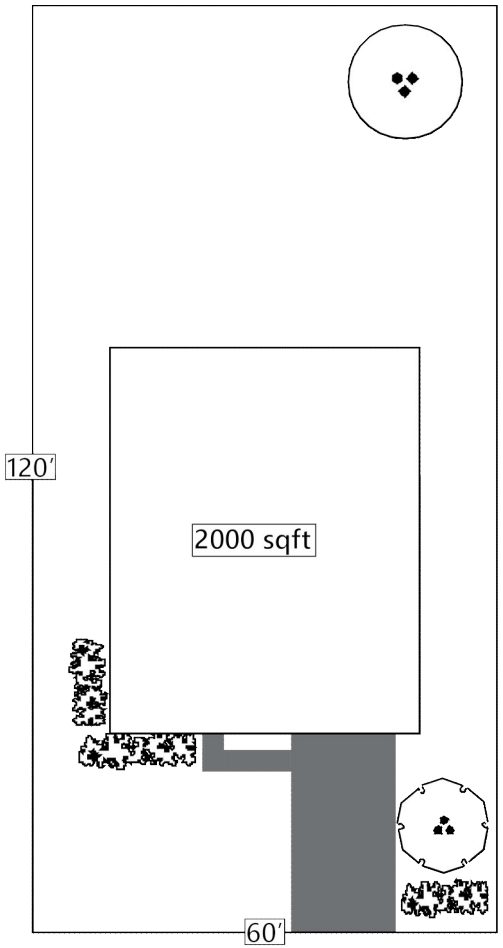
Parking Areas

- Landscaping in parking areas, including landscape islands

Special Uses

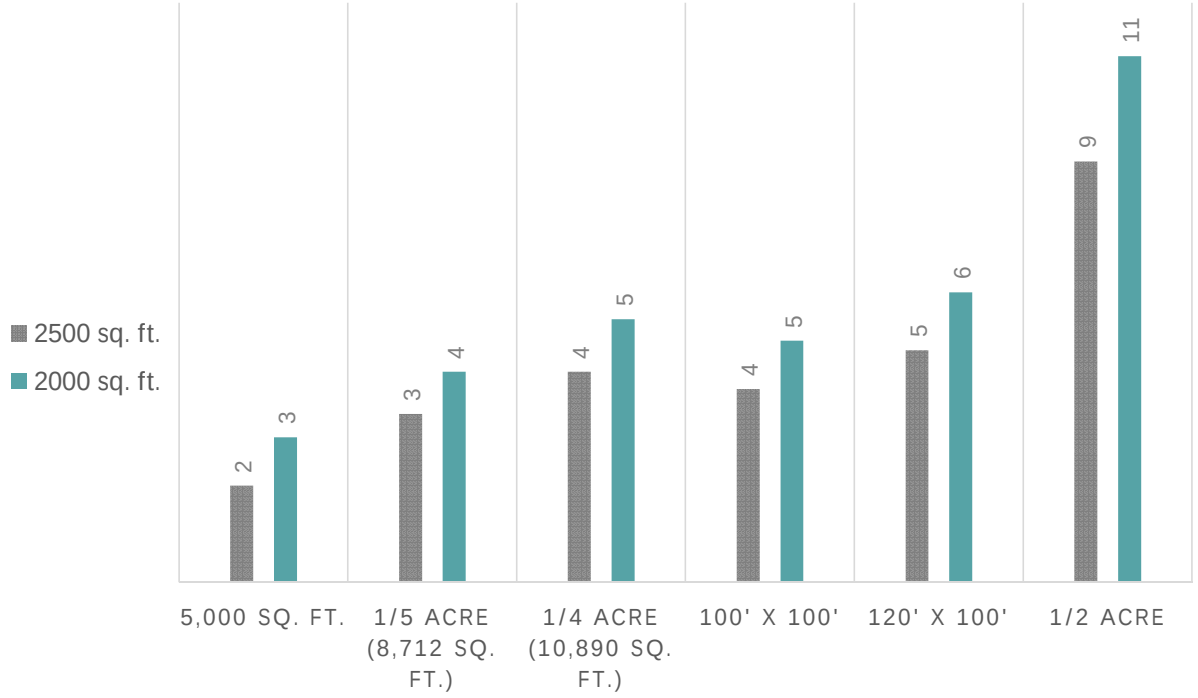
- Identifies special landscaping requirements from the zoning code

Single-Family Minimum Landscape Requirements

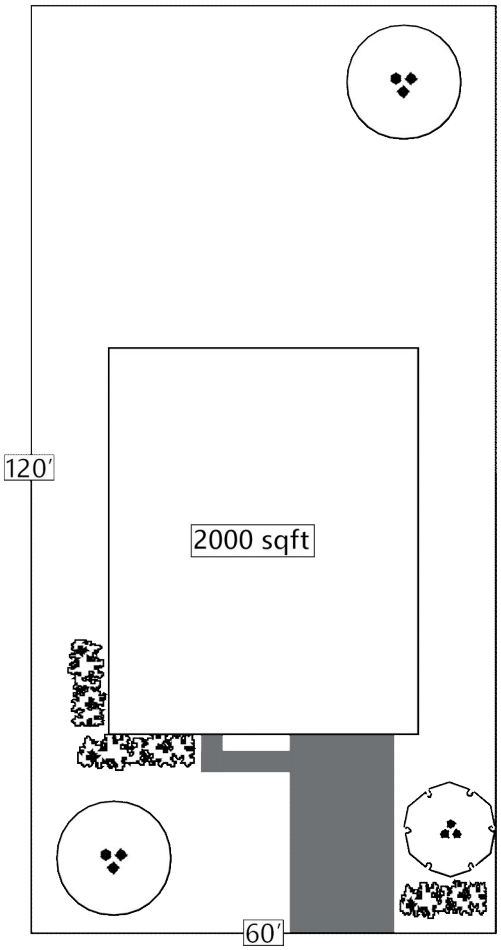


Current Requirements

- 1 Tree per 2,500 square feet

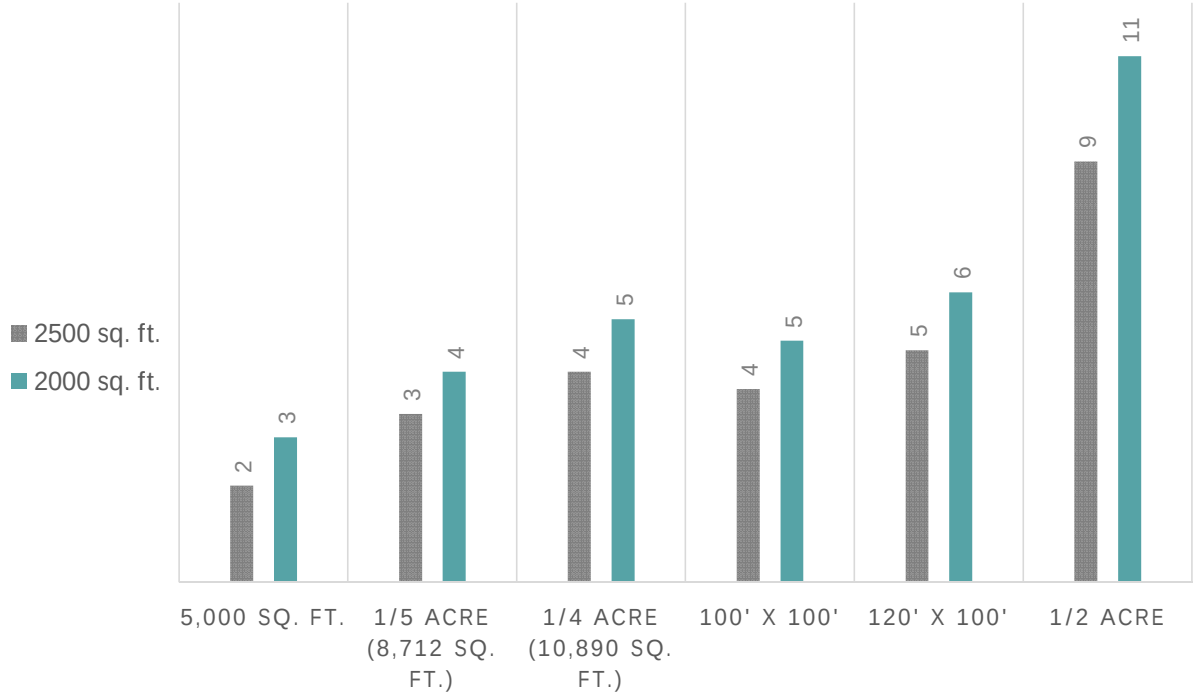


Single-Family Minimum Landscape Requirements



Current Requirements

- 1 Tree per 2,000 square feet



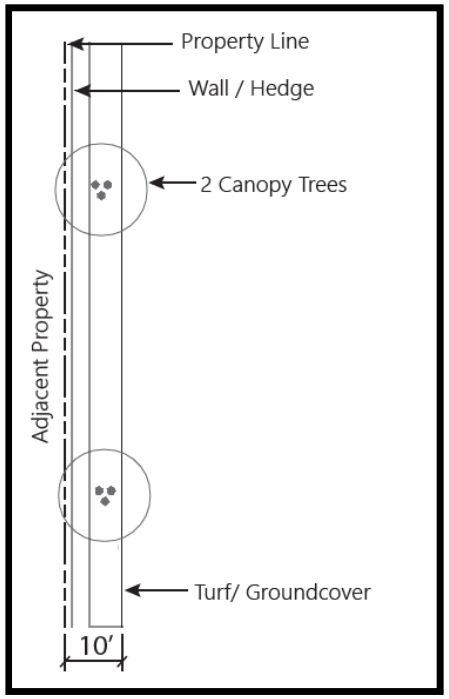
Buffers

Minimum Standards

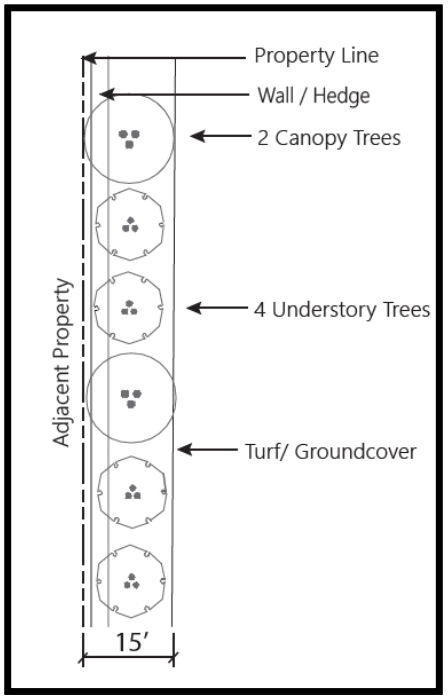
Responsibilities

Planting Requirements

Access Requirements



Buffer Type	Buffer Width	Minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs



Buffer Type	Buffer Width	Minimum plantings per 100 linear feet
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.

Tree Preservation

General

- Prohibition on tree removal without permits, establishment of trees, special cases, and tree coverage standards for residential, commercial, industrial, and agriculture areas

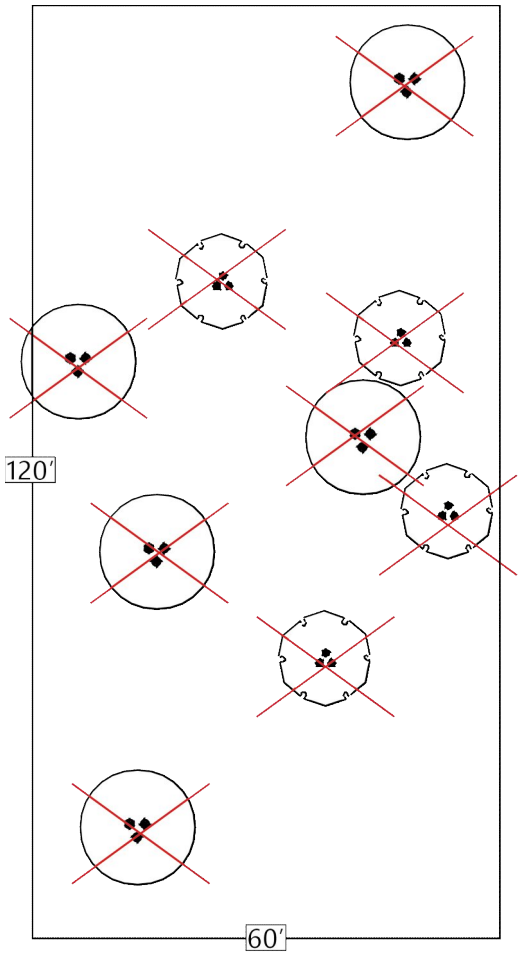
Tree Removal and Replacement

- Which trees require permits for removal

Replacement Trees

- Replacement tree calculation, replacement tree standards, tree mitigation fund, fees

Tree Removal and Replacement



9 Trees, non-specimen

Total DBH Inches = 56”

Replacement DBH Inches = 22.4”

If satisfied with new plantings:

3-5 trees on site (totaling 22.4”).

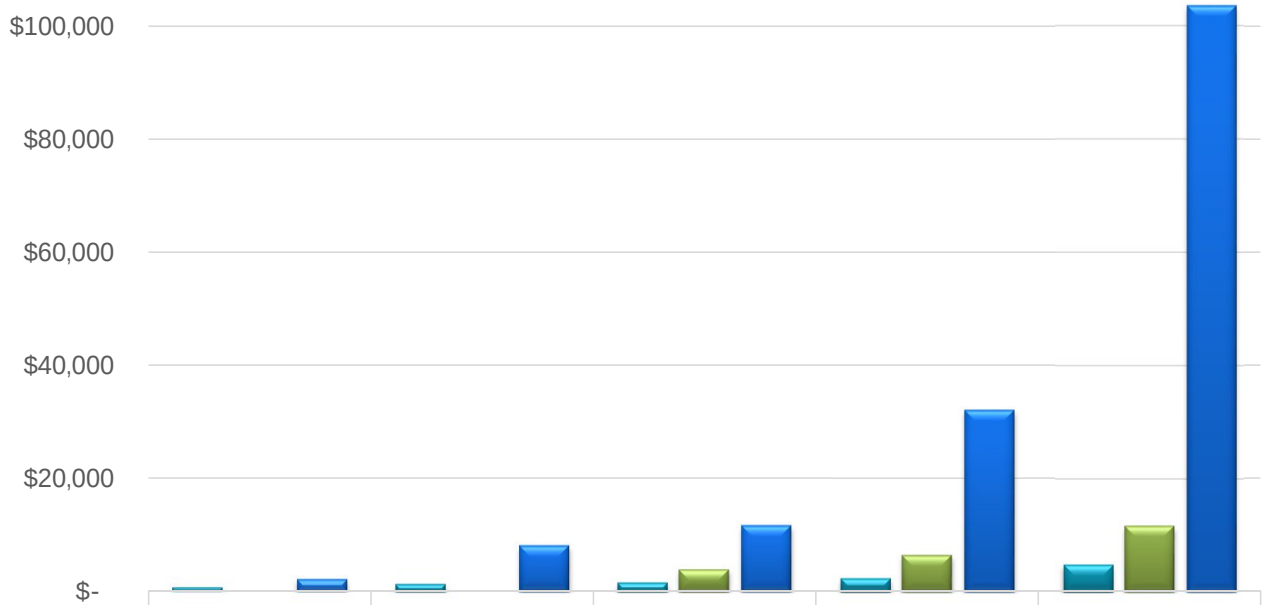
If satisfied with minimum plantings + payment to tree mitigation fund:

3 trees on site + payment of $1,201

Tree Removal and Replacement

All costs are per DBH inch

- $135 – Verified on-site trees impacted
- $325 – Specimen Trees
- $750 – Historic Trees



	5" DBH	10" DBH	12" DBH	20" DBH	36" DBH
Revised Non-Specimen	$675	$1,350	$1,620	$2,430	$4,860
Revised Specimen	0	0	$3,900	$6,500	$11,700
Current Costs	$1,998	$7,994	$11,511	$31,976	$103,601

Violations to the Tree Preservation Section

All costs are per DBH inch

- $135 – Verified on-site trees impacted
- $325 – Specimen Trees
- $750 – Historic Trees
- +$400 – Trees Identified as “Preserved” (in addition to the above rates)

- If tree size cannot be determined it is assumed to be a 24” preserved specimen tree ($17,400)

Tree Preservation

Permitting

- Details on tree removal applications, timing, and restrictions

Violations and Penalties

- Penalties and fees for violating tree removal provisions

Appeals

- Timeline and procedures for appealing decisions related to this code

Questions?

Jhartsfield@VHB.com

407.965.0520

www.VHB.com

Project Contact
Stephanie Doster
Planning Manager,
City of New Smyrna Beach
SDoster@cityofnsb.com

Thank You!

City of New Smyrna Beach

Landscape Code Update

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 17-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD ANNEX APPROXIMATELY 9.13 ± ACRES OF LAND LOCATED AT 2061 PAIGE AVENUE.

April 22, 2025

Background:

Applicant and Property Owners: Robert J and Patricia A Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132

Request: Voluntary annexation:

- **From:** Un-Incorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 9.13 ± acres
- **Location:** Northside of Paige Avenue, across from Trophy Hunter Trail.

Tax I.D. Number: 7343-06-00-0740

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C.**

The established City Commission policy is that when properties are annexed into the City, the City will assign Future Land Use categories and zoning designations that would be as similar as possible to existing County designations. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential and R-4A, Urban Single Family Residential. The proposed City Future Land Use category is Medium Density Residential. The proposed City zoning designation is R-2, Single Family Residential.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel at 2061 Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on March 3, 2025 the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to **approve** the annexation application.

The Planning Department recommends that the Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

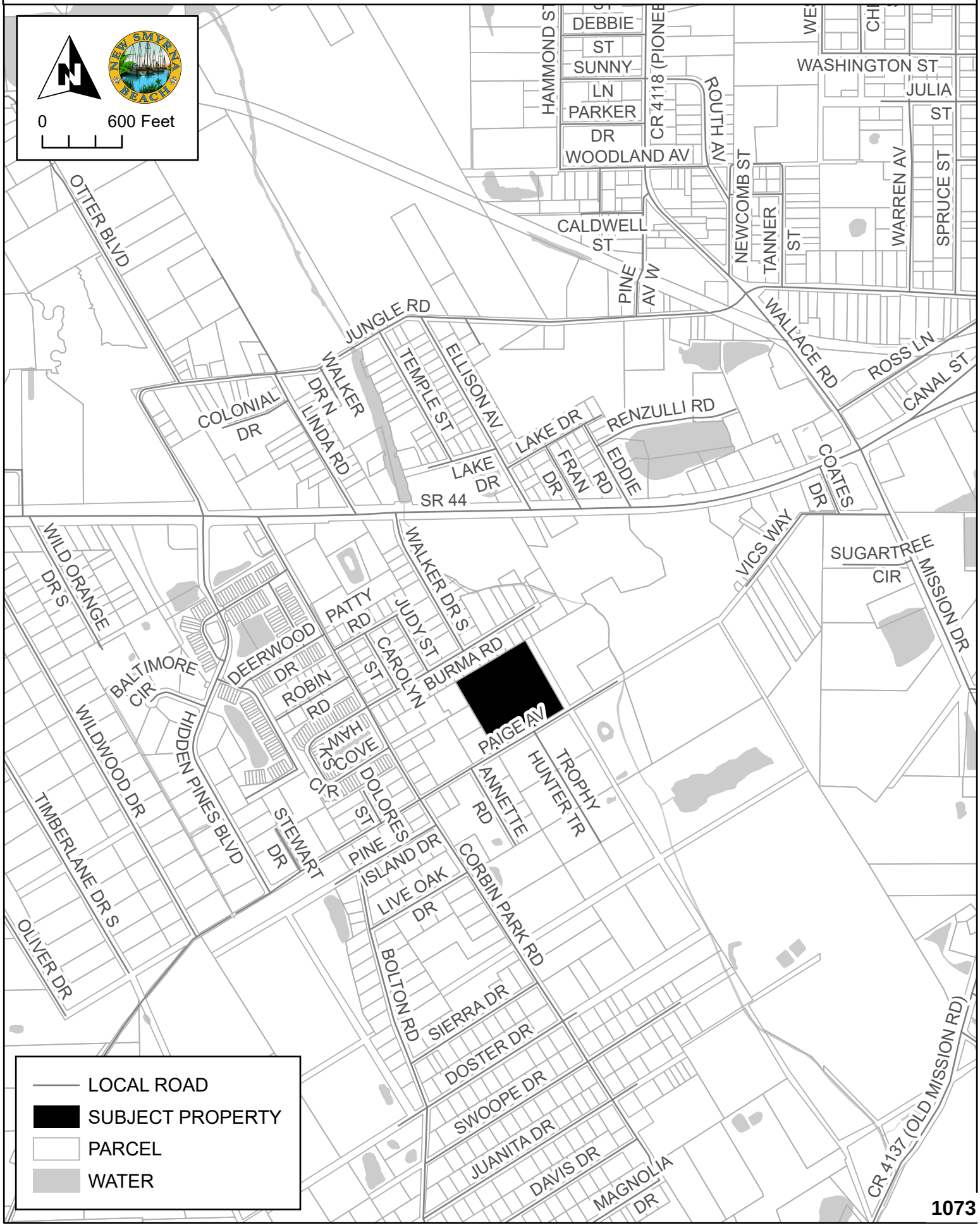
Strategic Plan Item:
Yes

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Deed.pdf
Business Impact Estimate - Ord 17-25 2061 Paige Ave.pdf
Ord 17-25 Annex 2061 Paige Ave.pdf

A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 LOCATION MAP

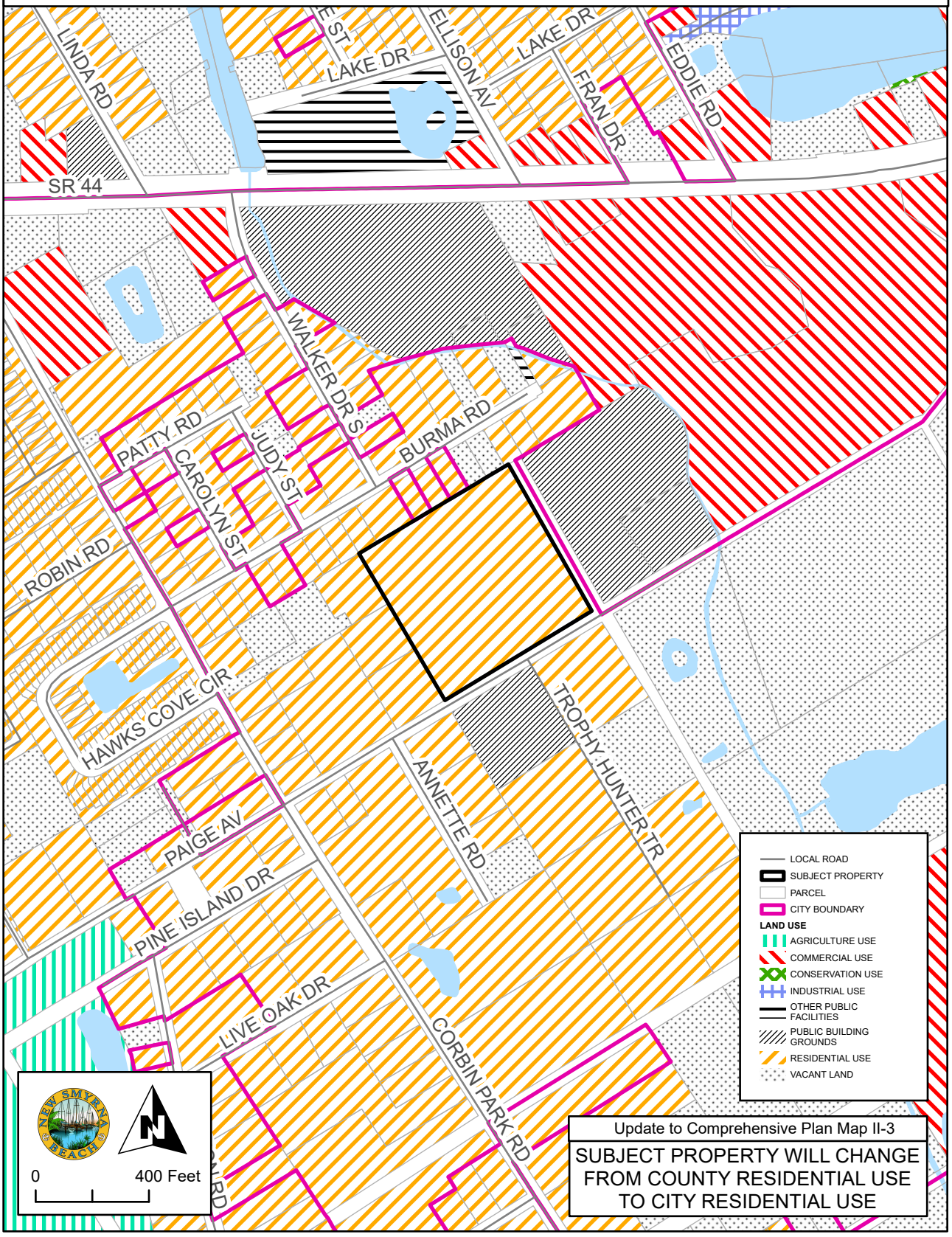


A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 AERIAL MAP



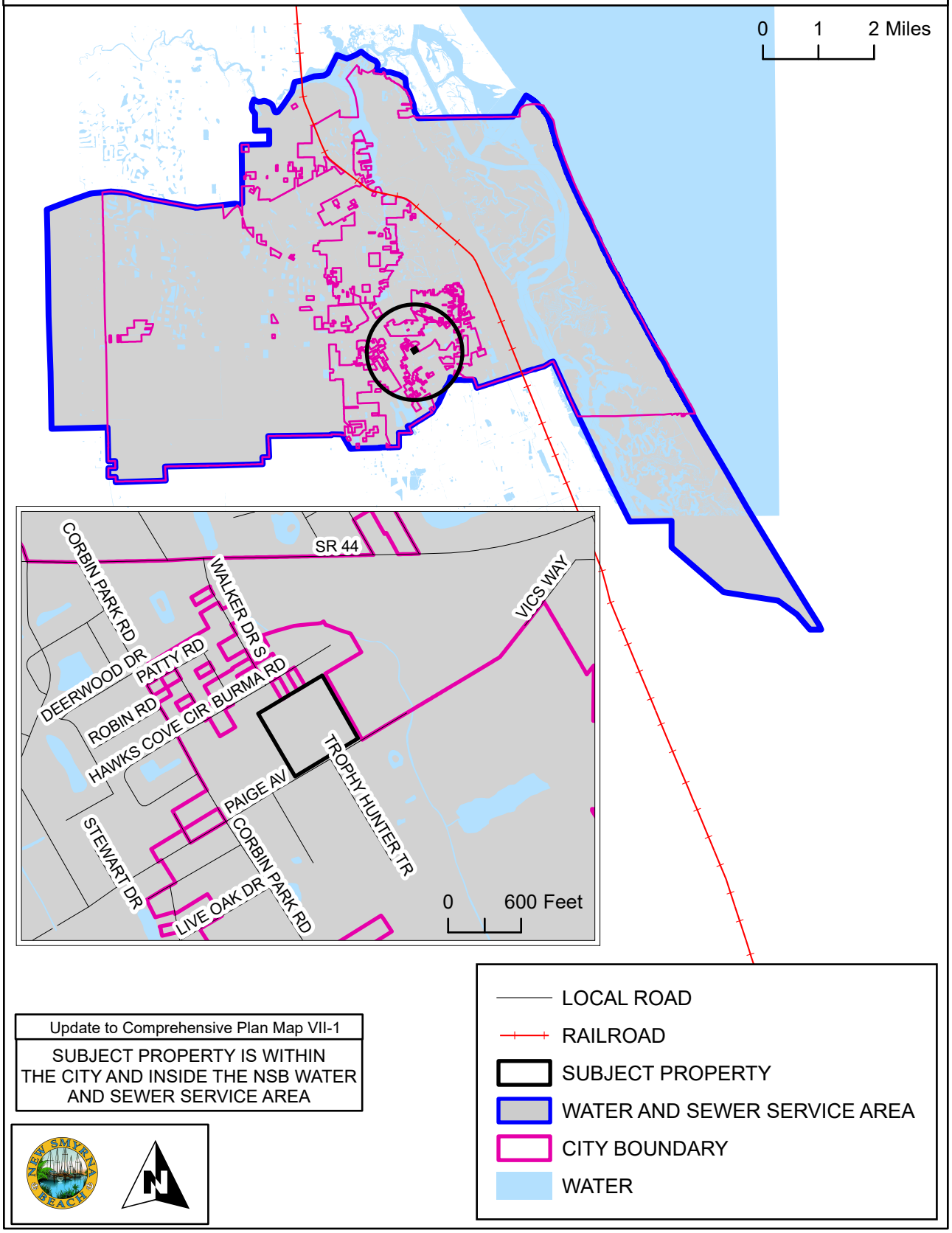
EXISTING LAND USE DESIGNATIONS

A-2-25



WATER AND SEWER SERVICE AREA

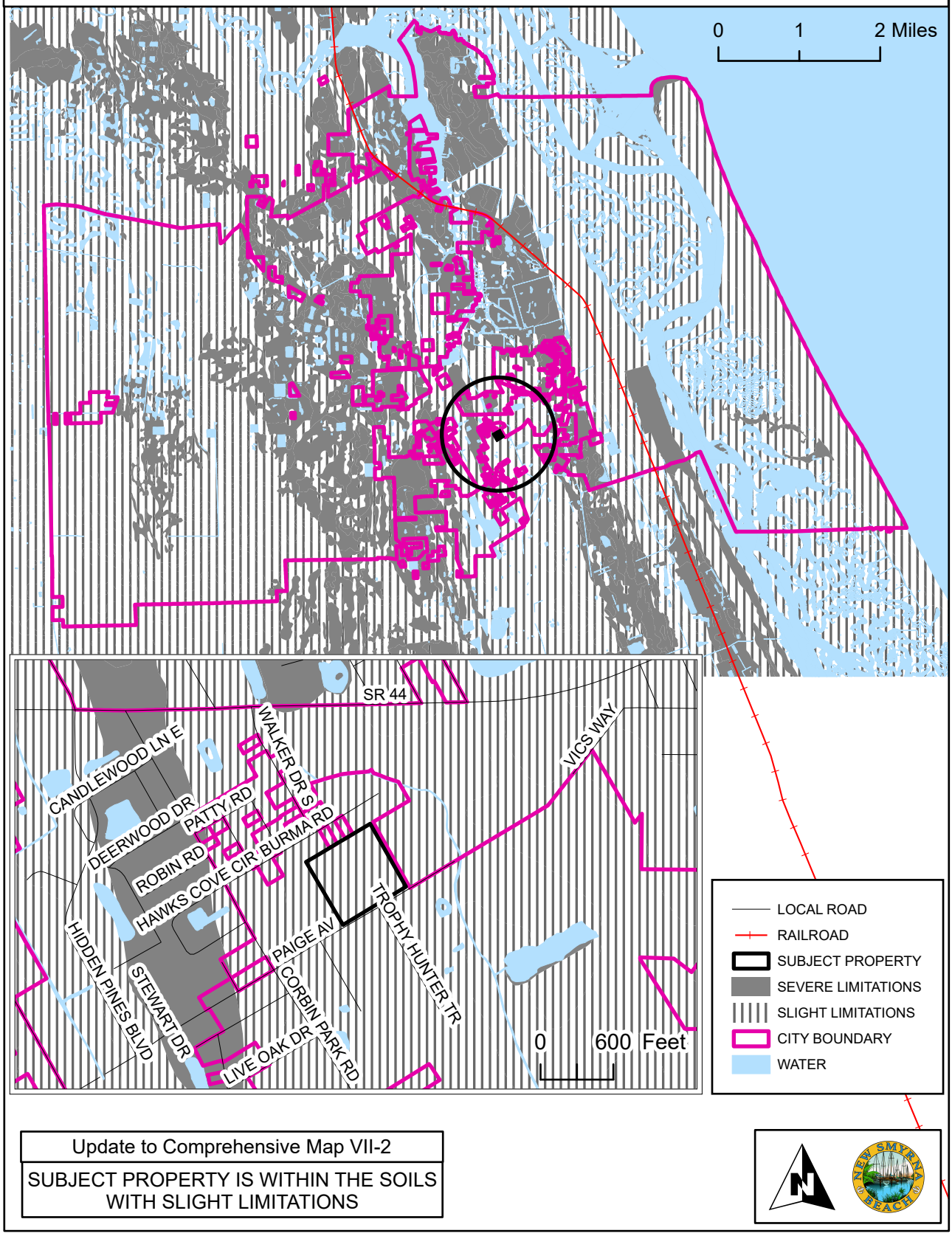
A-2-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-2-25

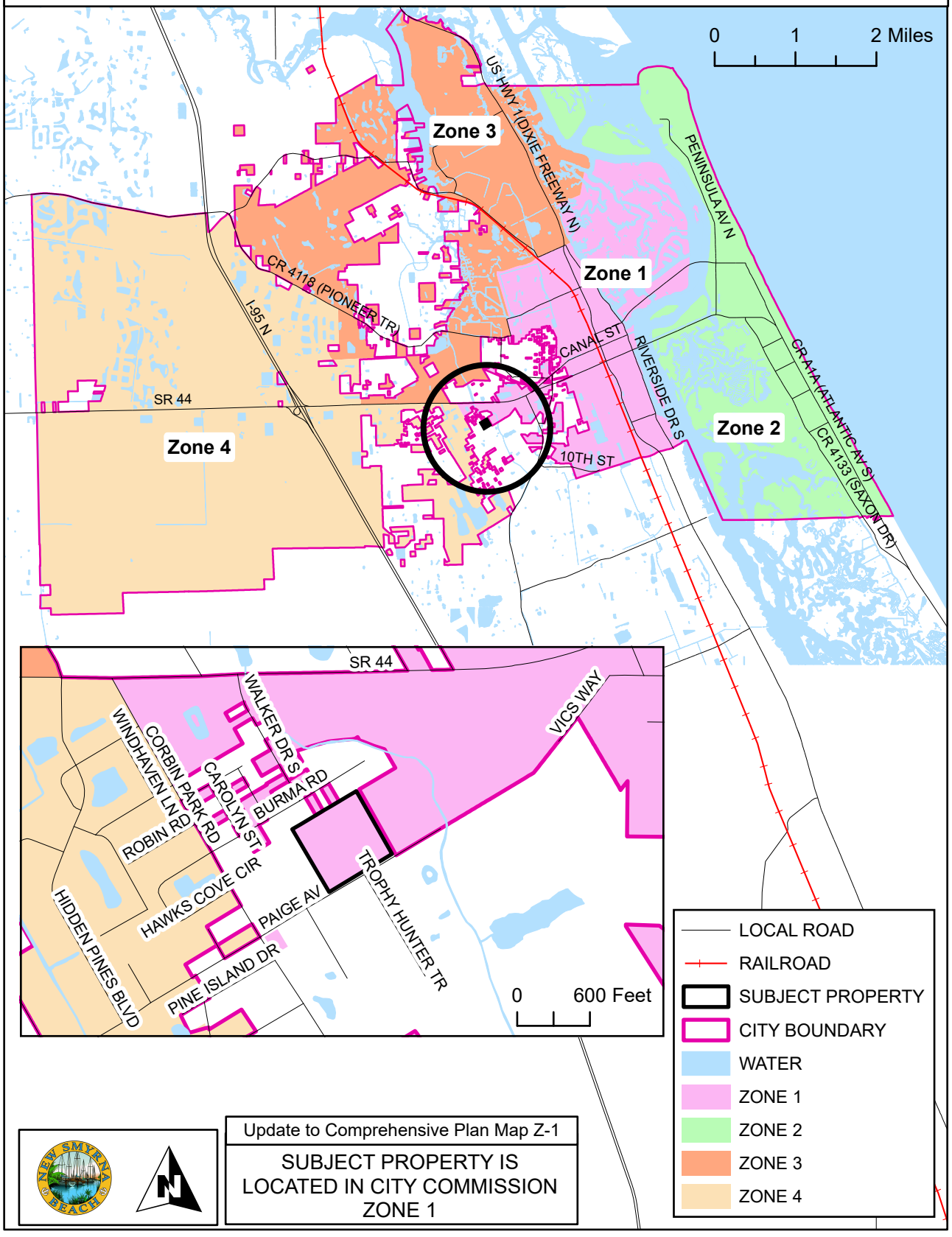


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

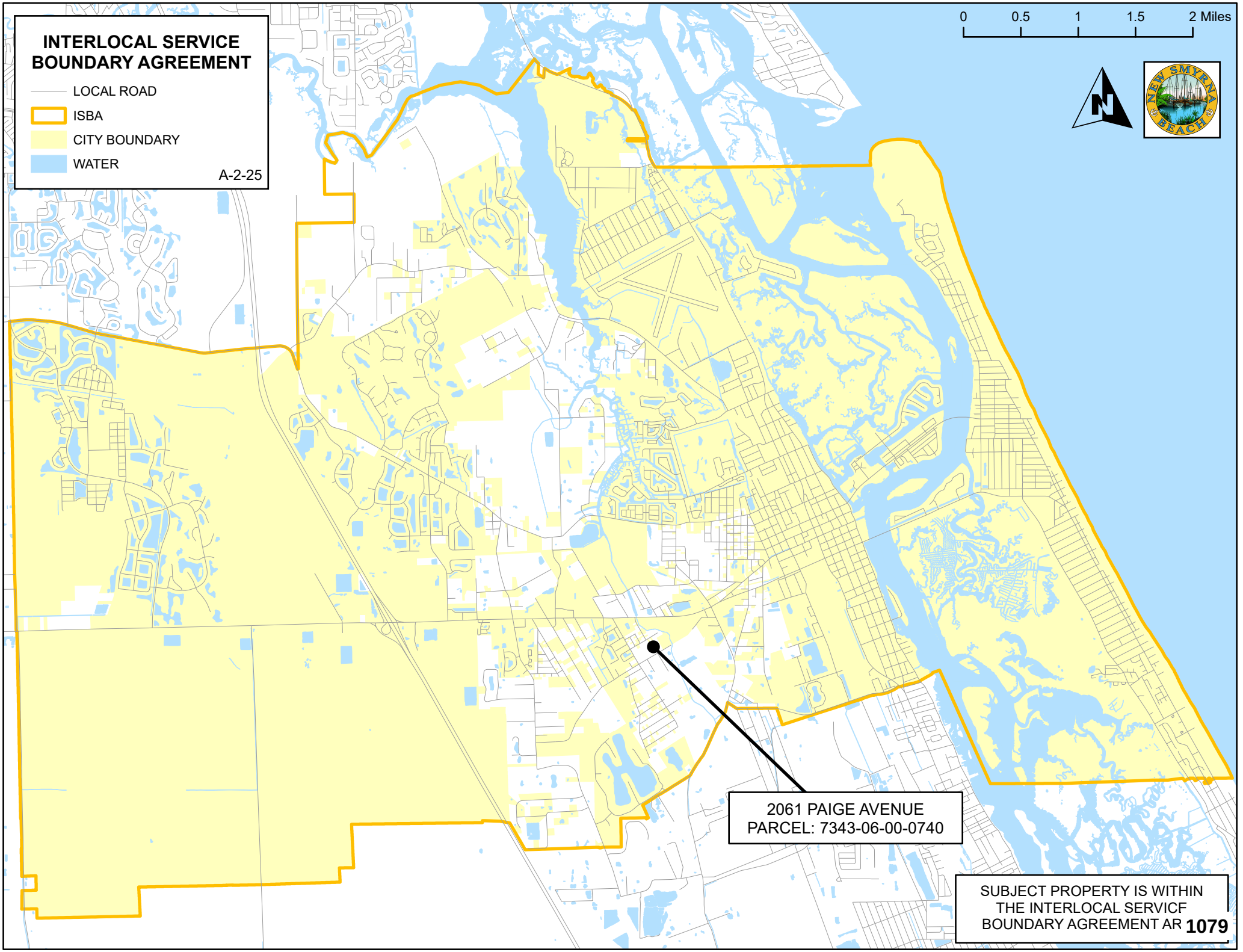
COMMISSION ZONES

A-2-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-2-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1079

LEGAL DESCRIPTION

Address:
2061 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0740

AltKey Number:
3732308

Metes and Bounds by First American Title

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15-foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

2/14/2017 12:20 PM Instrument # 2017030244 # 1 Book: 7360 Page: 3692
Doc Stamps $0.70 Transfer Amt $10.00

Prepared by
Michael Ussery, an employee of
First American Title Insurance Company
12301 Lake Underhill Road, Ste 221
Orlando, Florida 32828
(407)803-5350

Return to: Grantee

File No.: 12666-2331021
Consideration: $

CORRECTIVE WARRANTY DEED

This Corrective Deed is being recorded to correct the legal description in that certain deed recorded in Official Records Book 7321 Page 3140 in the Public Records of Volusia County, Florida.

This indenture made on **this** 9 **day of** Feb., **20**17 A.D., by

Johnna D. Bowlin, a married woman, joined by spouse Freddie Bowlin

whose address is: **2181 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantor", to

Robert J. Malecki and Patricia A. Malecki, husband and wife

whose address is: **2061 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, **Florida**, to-wit:

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements: The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15 foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

Parcel Identification Number: **734306000740**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

GRANTEE HEREIN IS PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR ANY SALES PRICE FOR A PERIOD OF 30 DAYS FROM THE DATE OF THIS DEED. AFTER THIS 30 DAY PERIOD, GRANTEE IS FURTHER PROHIBITED FROM CONVEYING THE PROPERTY FOR A SALES PRICE GREATER THAN 120% OF THE SHORT SALE PRICE UNTIL 90 DAYS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO THE GRANTEE.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2015.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Johnna D. Bowlin

Freddie Bowlin

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Amanda Reynolds

Witness Signature

Print Name: Nancy A. Williams

State of **FL**

County of **Orange**

The Foregoing Instrument Was Acknowledged before me on **this** 9 **day of** Feb, **20**17, by **Johnna D. Bowlin and Freddie Bowlin** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

Sheri Manning

(Printed Name)

My Commission expires: 5/20/2017

SHERI MANNING
Notary Public - State of Florida
My Comm. Expires May 20, 2017
Commission # FF 019348

{Notorial Seal}

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 17-25 Annexing 2061 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 17-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 9.1± ACRES OF PROPERTY GENERALLY LOCATED EAST OF CORBIN PARK ROAD, NORTH OF PAIGE AVENUE AND TROPHY HUNTER TRAIL, ADDRESSED AS 2061 PAIGE AVENUE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 1; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert J. and Patricia A. Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132, applicants and property owners, have requested the annexation of 9.1± acres of property generally located east of Corbin Park Road, north of Paige Avenue and Trophy Hunter Trail, addressed as 2061 Paige Avenue; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on March 3, 2025, by a vote of 5-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

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

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

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

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 1. New Smyrna Beach Charter, §3.07.

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

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on April 22, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State.*** The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/1/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
2061 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0740

AltKey Number:
3732308

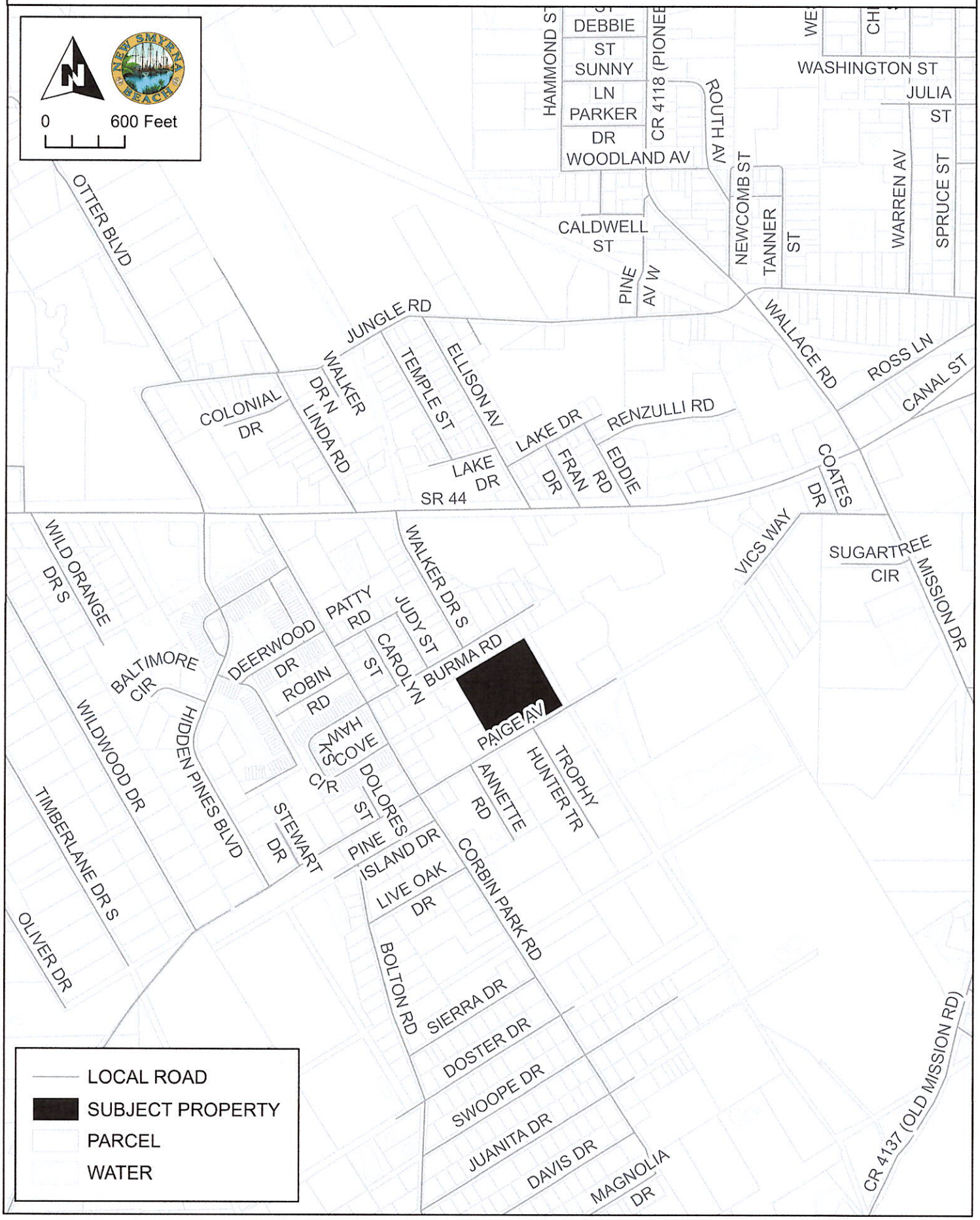
Metes and Bounds by First American Title

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15-foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

EXHIBIT "A"

A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 LOCATION MAP



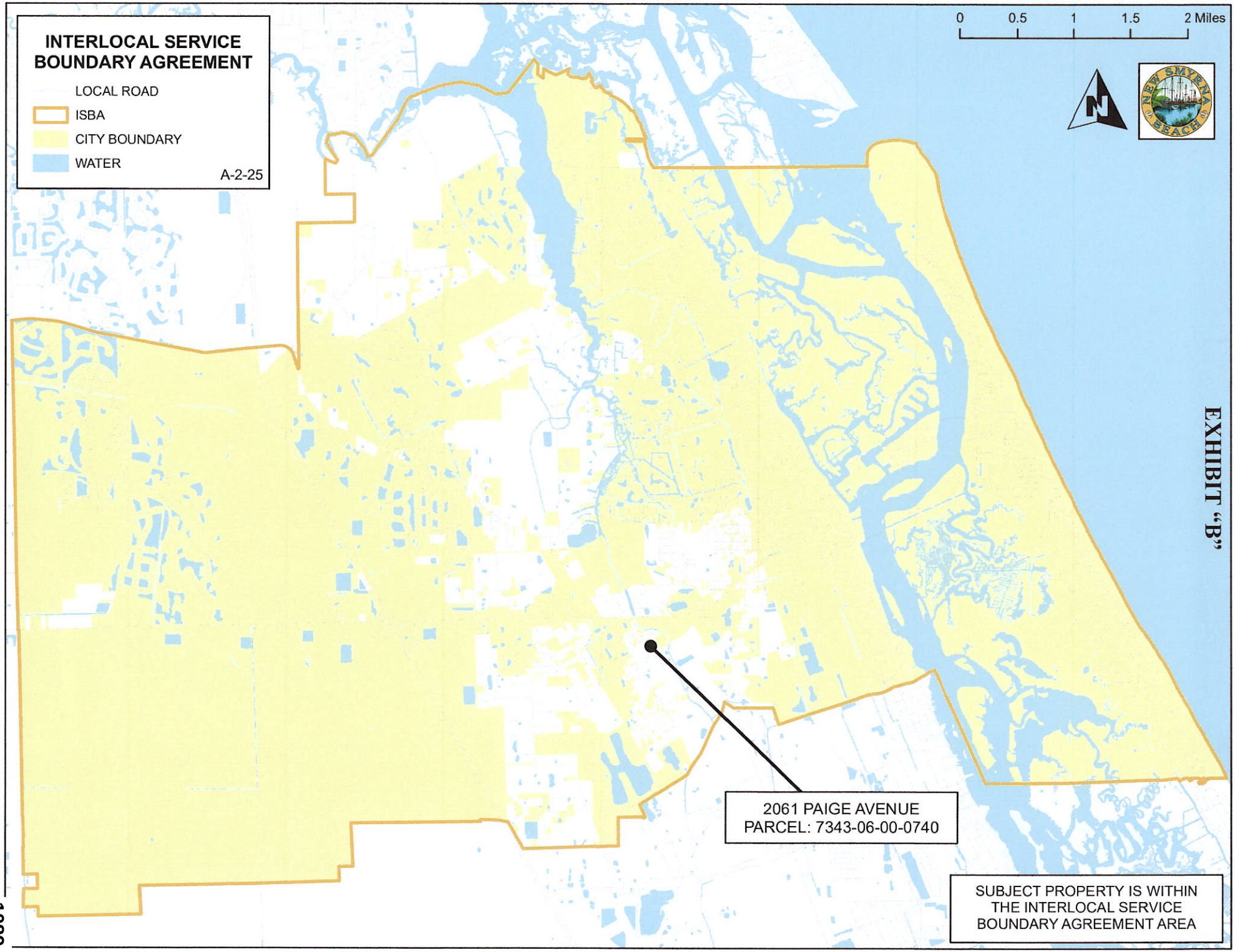
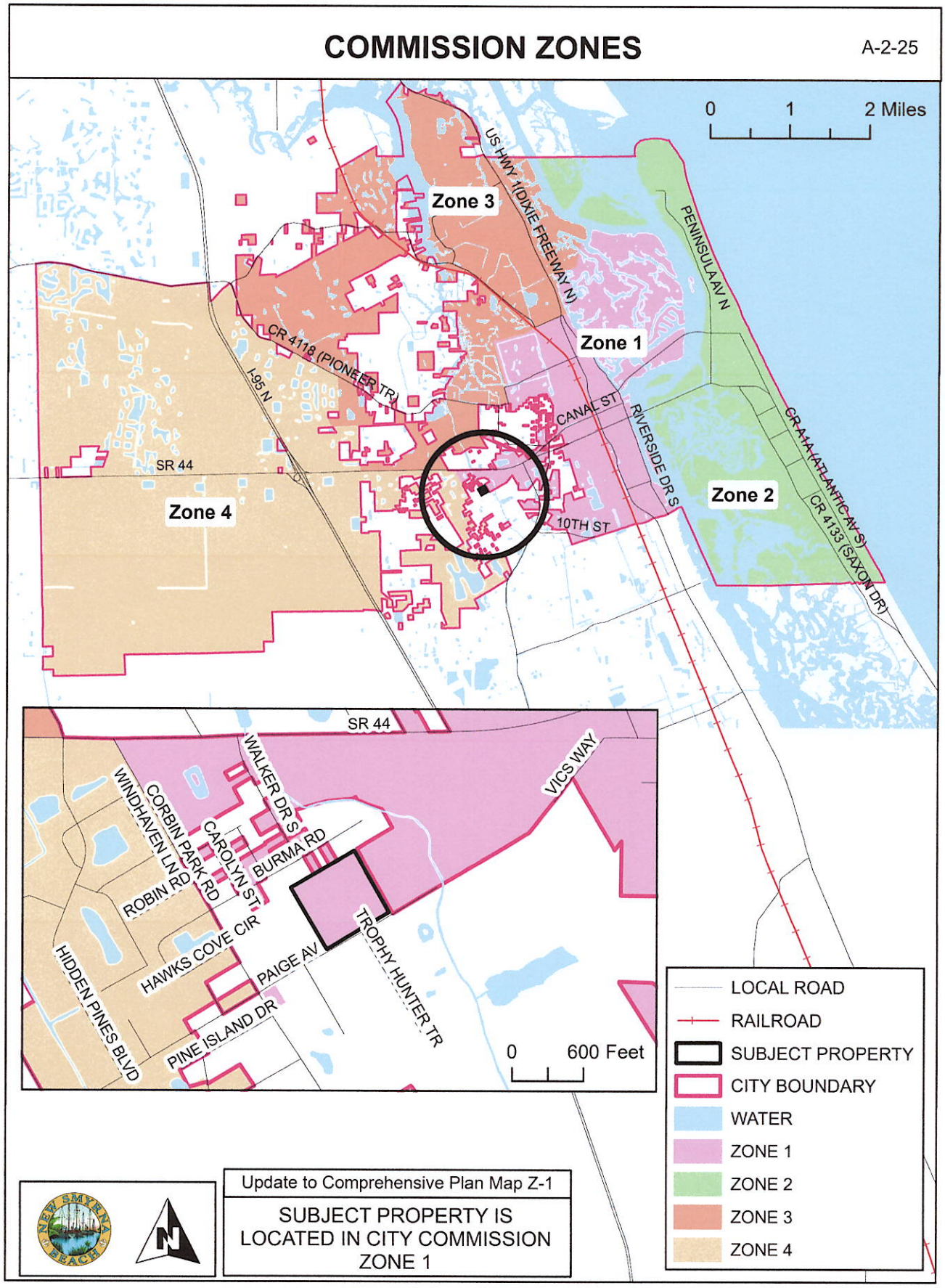

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-2-25
0
0.5
1
1.5
2 Miles
EXHIBIT "B"
2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-2-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULAAV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4114(ATLANTIC AV S)
CR 4133 (SAXON DR)
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 18-25: CONDUCT A SECOND READING AND PUBLIC HEARING, WHICH IF ADOPTED, WOULD GENERATE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE CATEGORY TO MEDIUM DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 2061 PAIGE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION.

April 22, 2025

Background:

Applicant and Property Owners: Robert J and Patricia A Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) designation of Urban Medium Intensity.
- **To:** City FLU designation of Medium Density Residential.

Site Information:

- **Size:** 9.13 ± acres
- **Location:** Northside of Paige Avenue, across from Trophy Hunter Trail.

Tax I.D. Number: 7343-06-00-0740

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County designations. As discussed above, the existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential and R-4A, Urban Single Family Residential. The proposed City FLU category is Medium Density Residential. The proposed City zoning designation is R-2, Single Family Residential. A text description of the proposed City Medium Density Residential Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel at 2061 Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management,

and public-school facilities. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

The Planning and Zoning Board met at a regular schedule meeting on March 3, 2025 and voted, 5-0, to give the City Commission a positive recommendation to **approve** the Small-Scale *Comprehensive Plan* amendment changing the Future Land Use category to Medium Density Residential as part of an overall annexation application.

Staff recommends that the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment changing the Future Land Use category to City Medium Density Residential as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

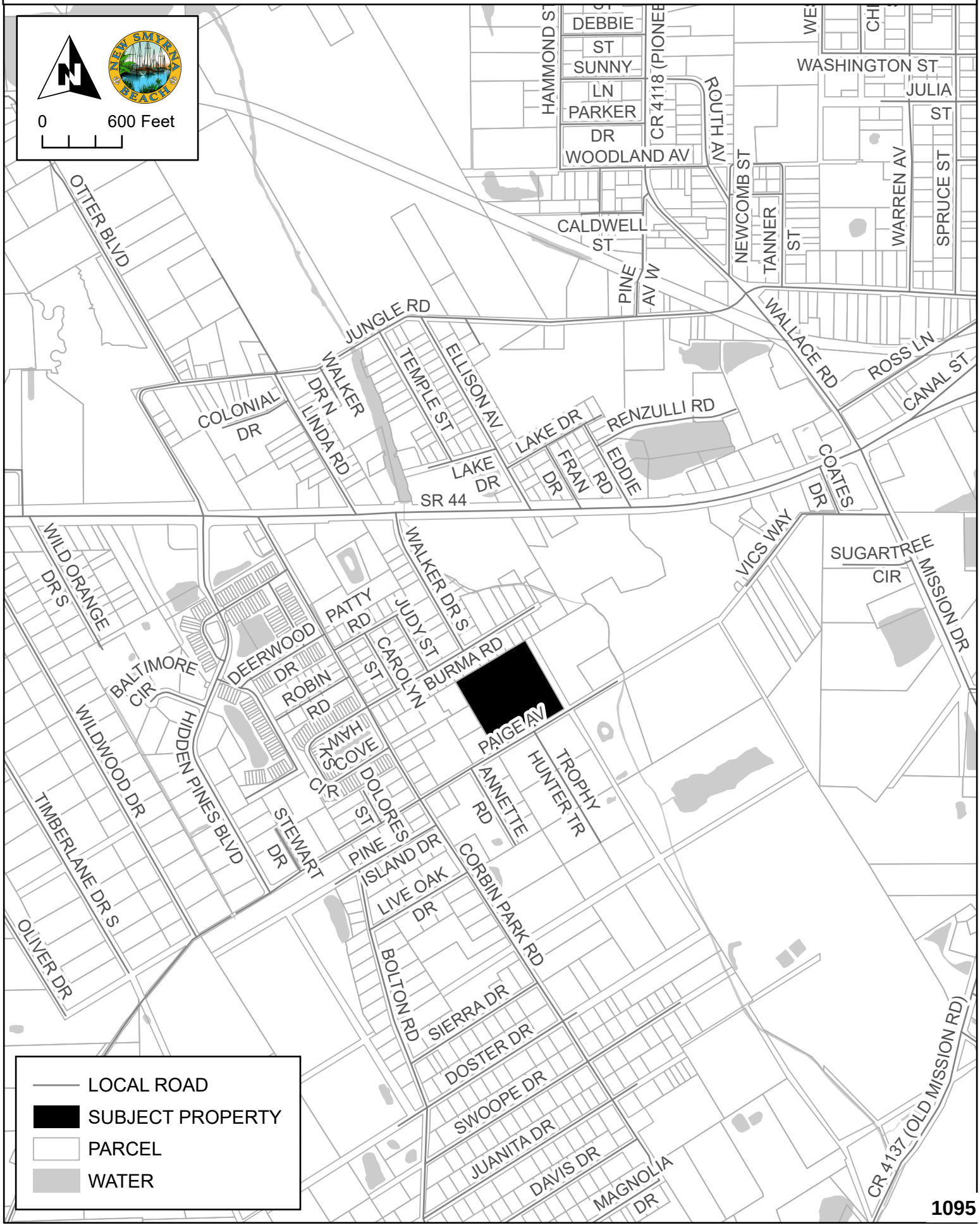
Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Medium Intensity Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Medium Density Residential FLU.pdf

Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Deed.pdf
Business Impact Estimate - Ord 18-25 2061 Paige Ave.pdf
Ord 18-25 Small Scale 2061 Paige Ave.pdf

A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 LOCATION MAP

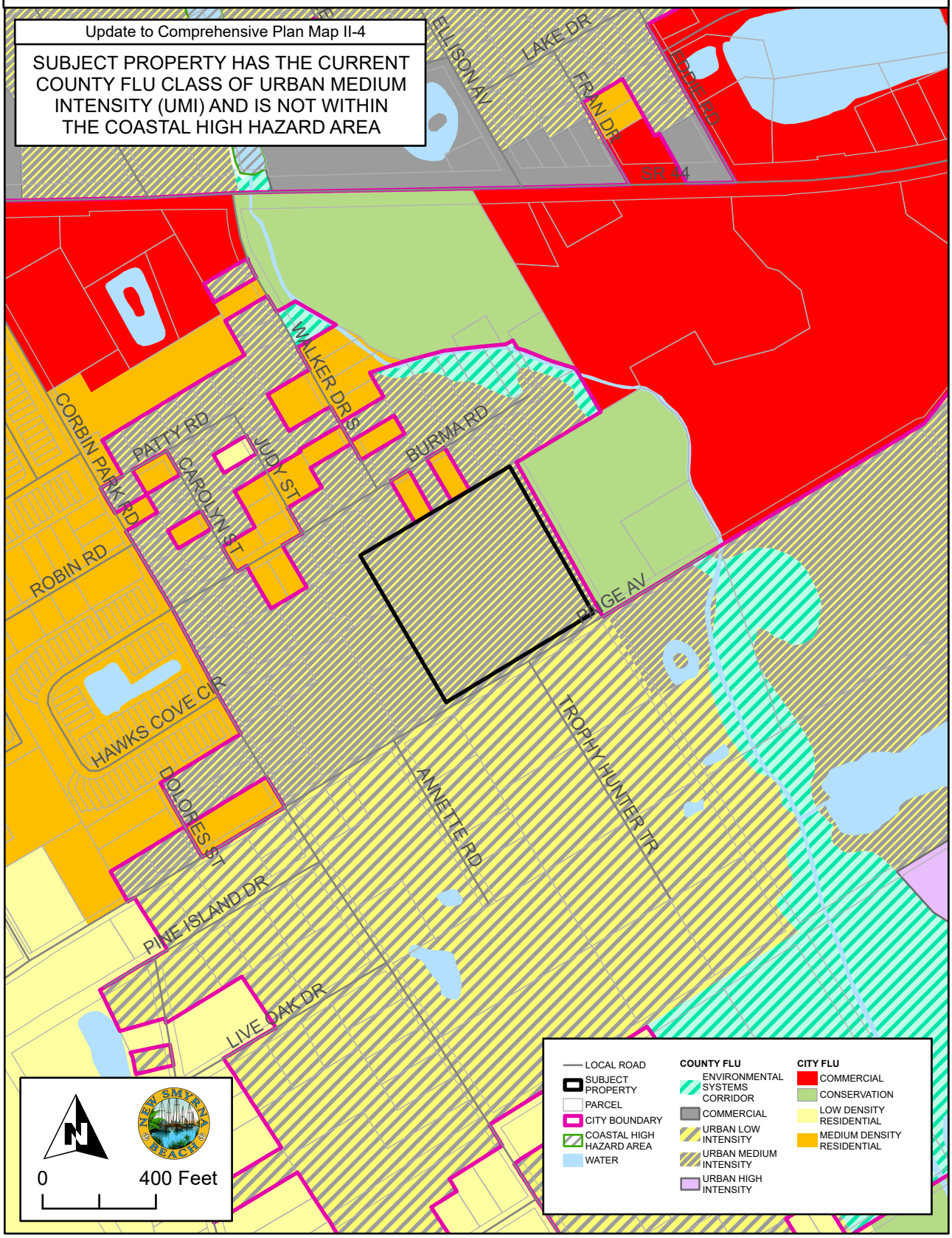


A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-2-25



Urban Medium Intensity (UMI) –

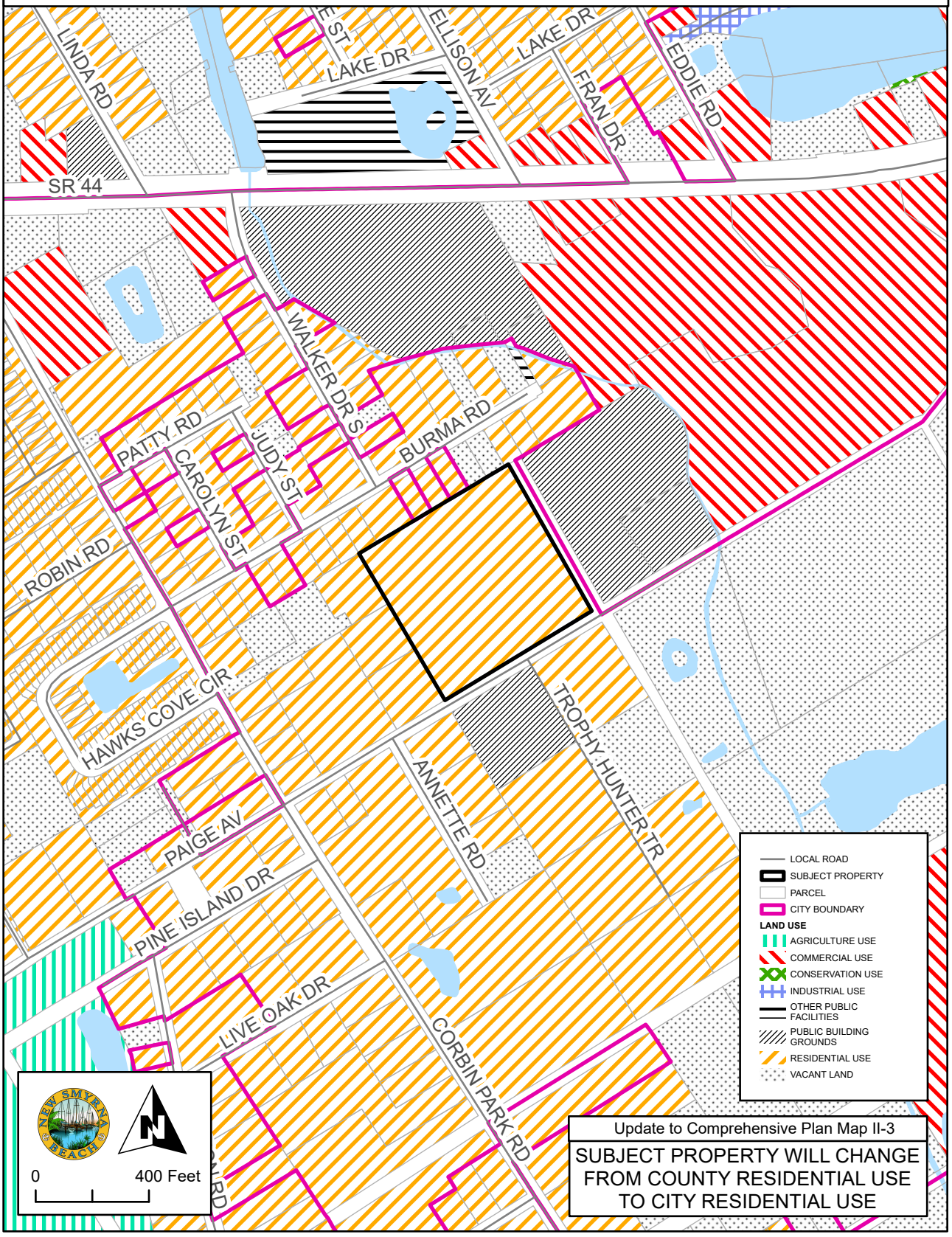
Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-2-25



MEDIUM-DENSITY RESIDENTIAL

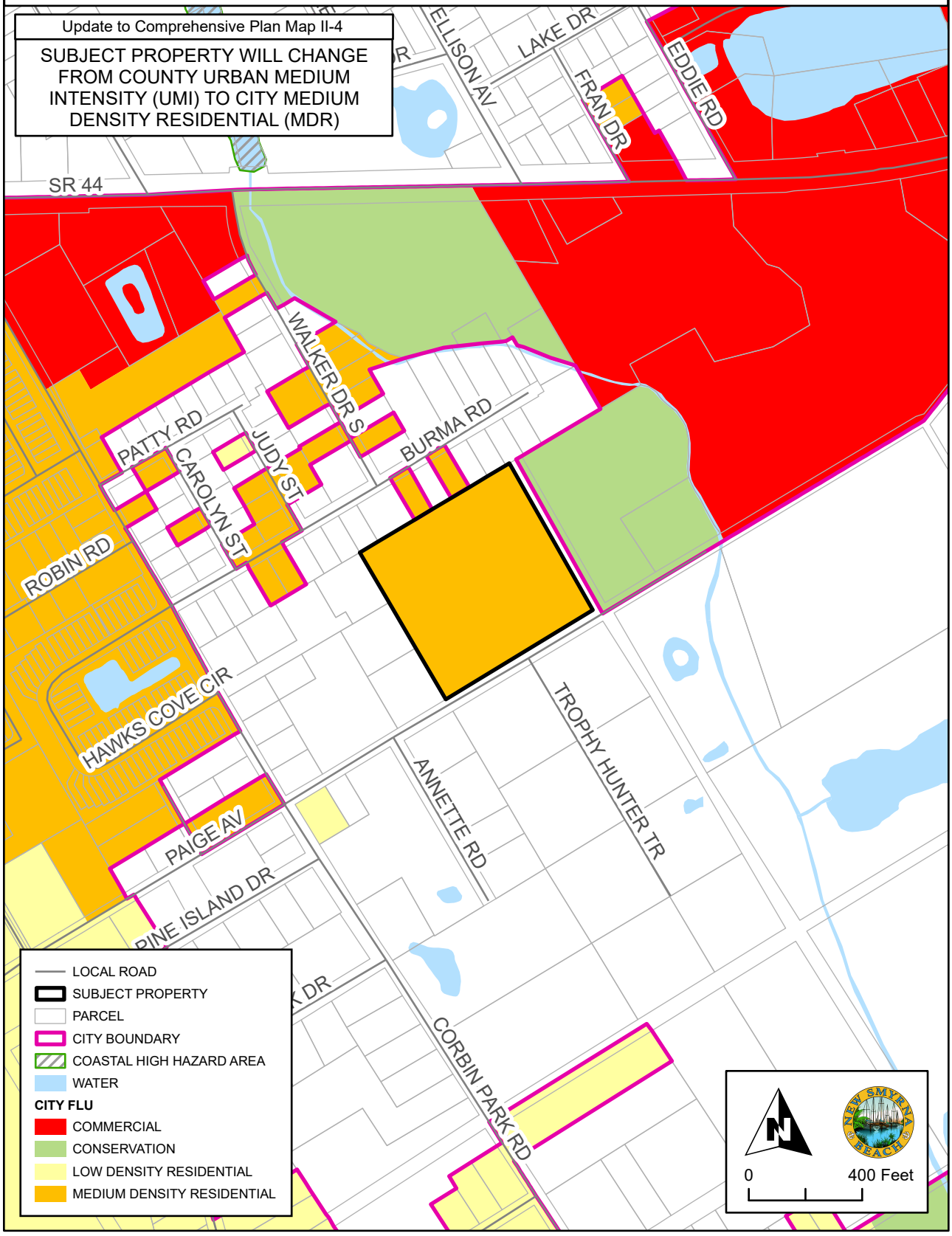
Maximum allowed density: 5.01 to eight [8] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ration (FAR) of 0.5.

Intent: This use is intended to provide a buffer between low-density residential uses and more intense uses, such as a high-density residential or commercial. It is also suitable at major intersections when adequate buffering from highway can be provided.

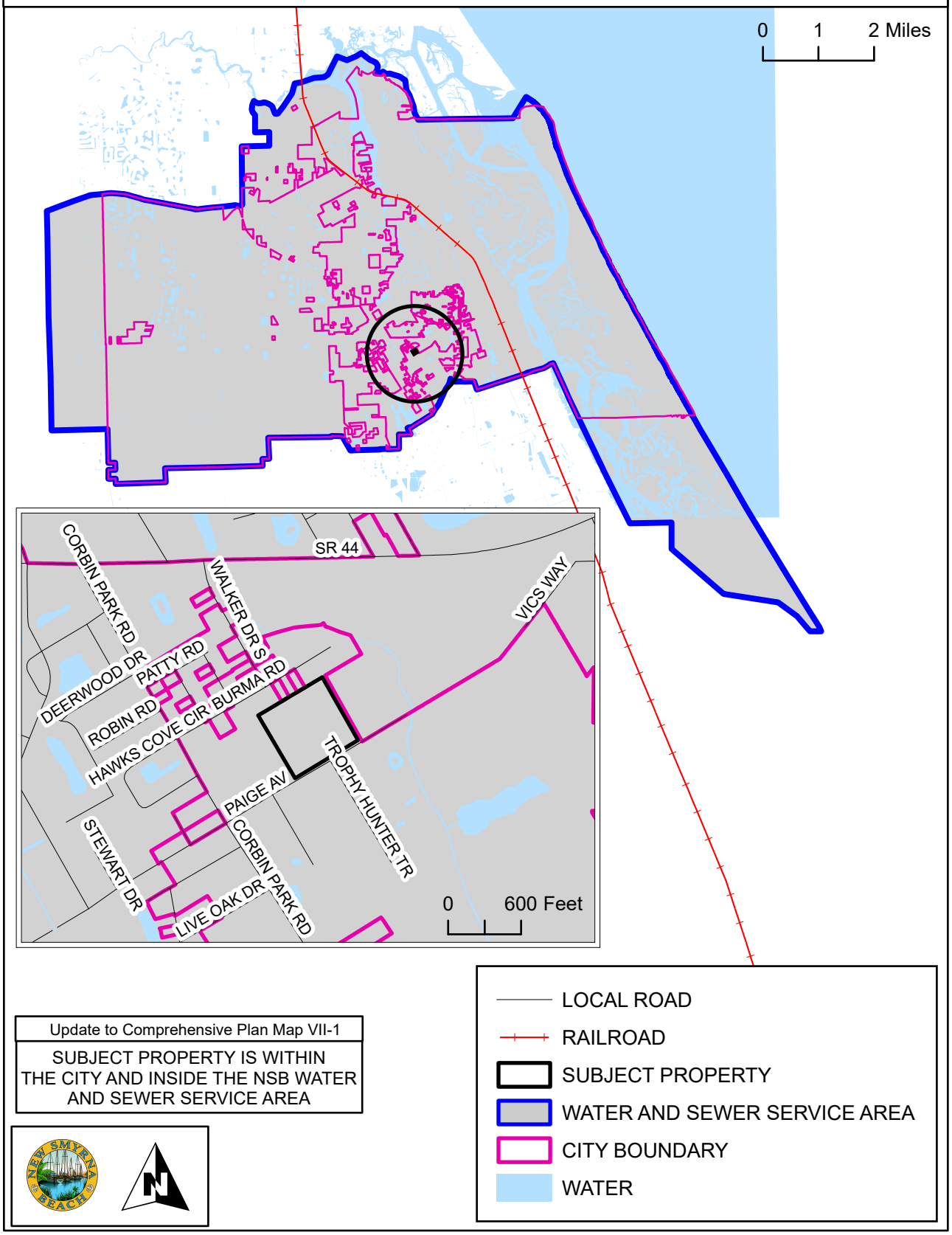
PROPOSED FUTURE LAND USE DESIGNATIONS

A-2-25



WATER AND SEWER SERVICE AREA

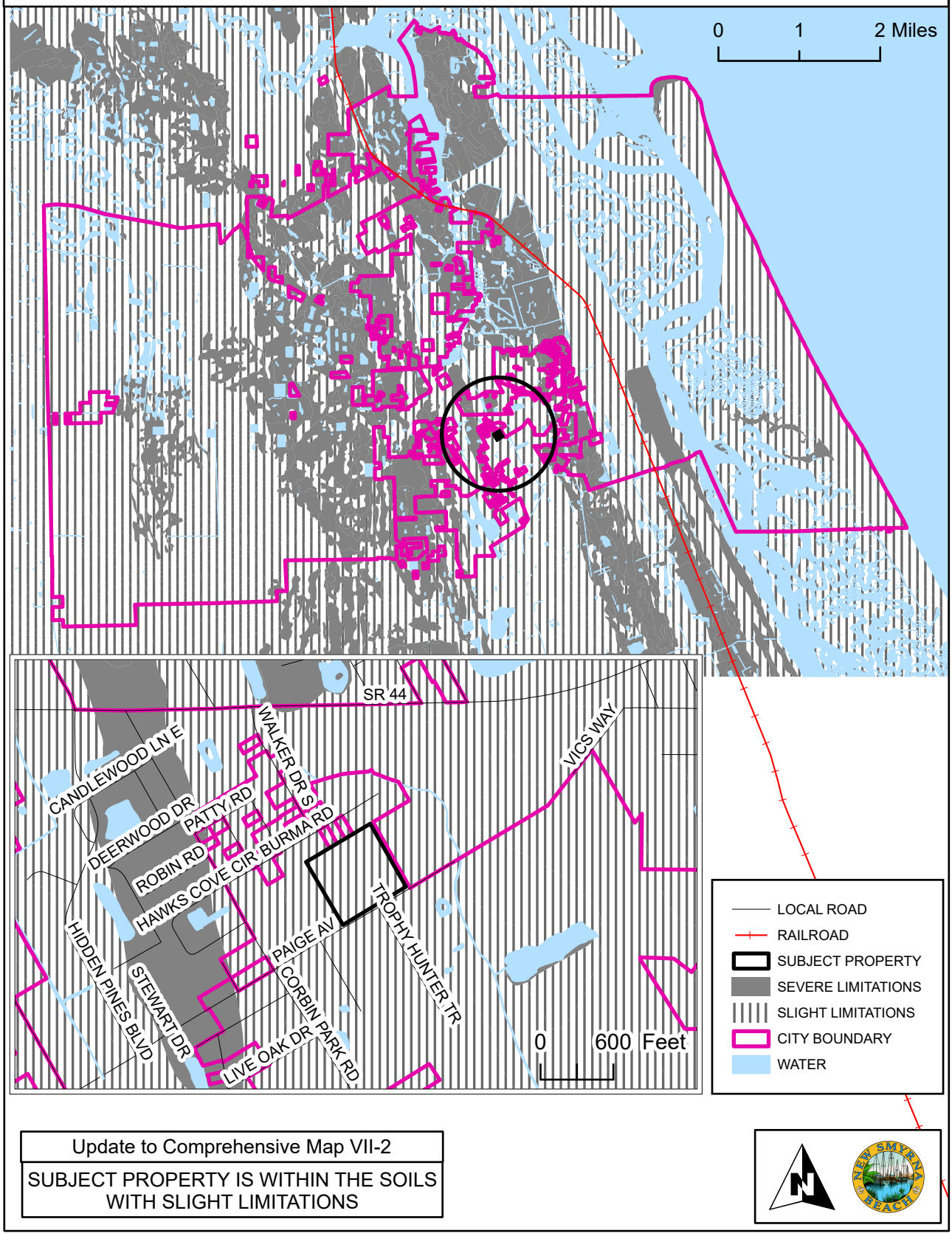
A-2-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-2-25

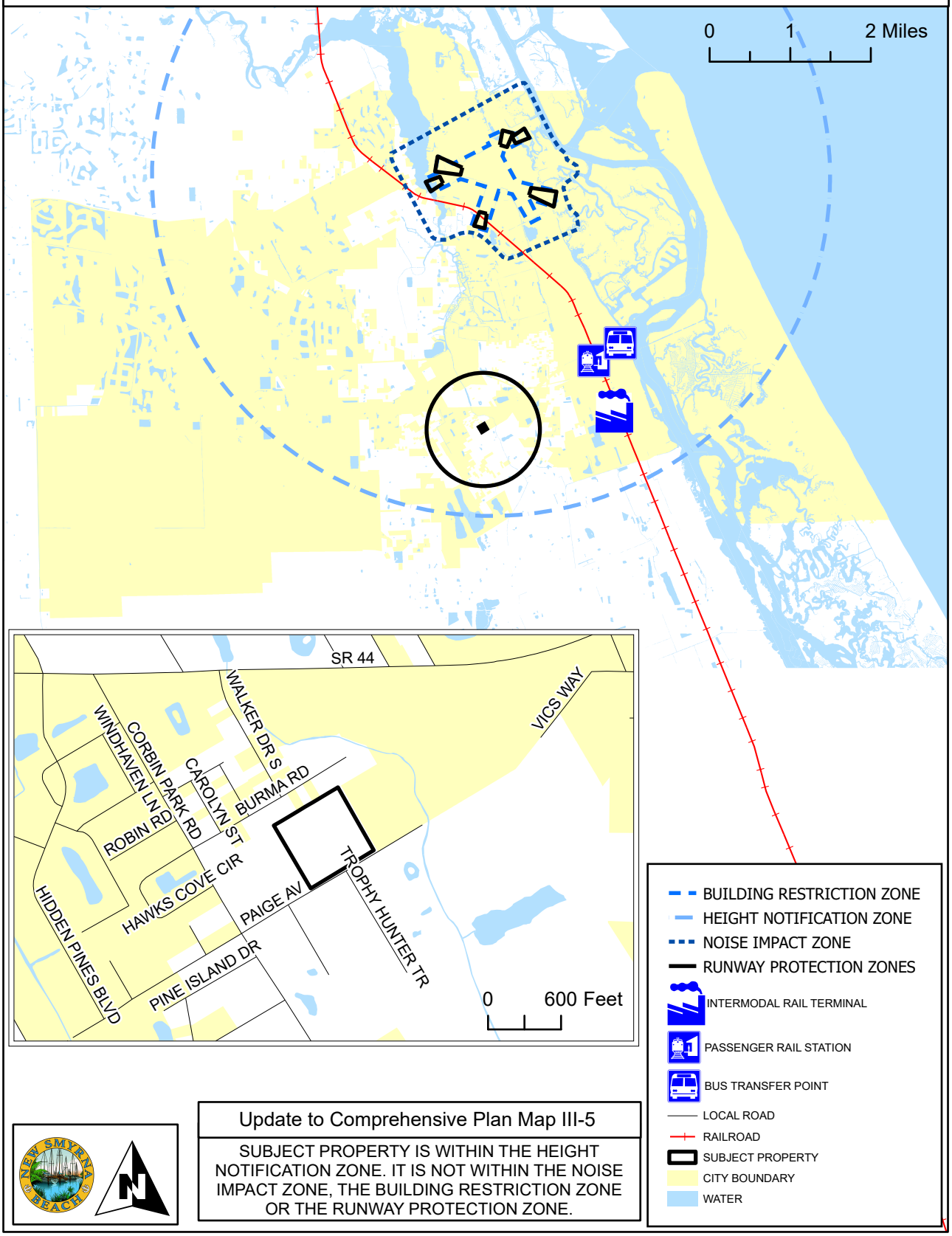


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-2-25

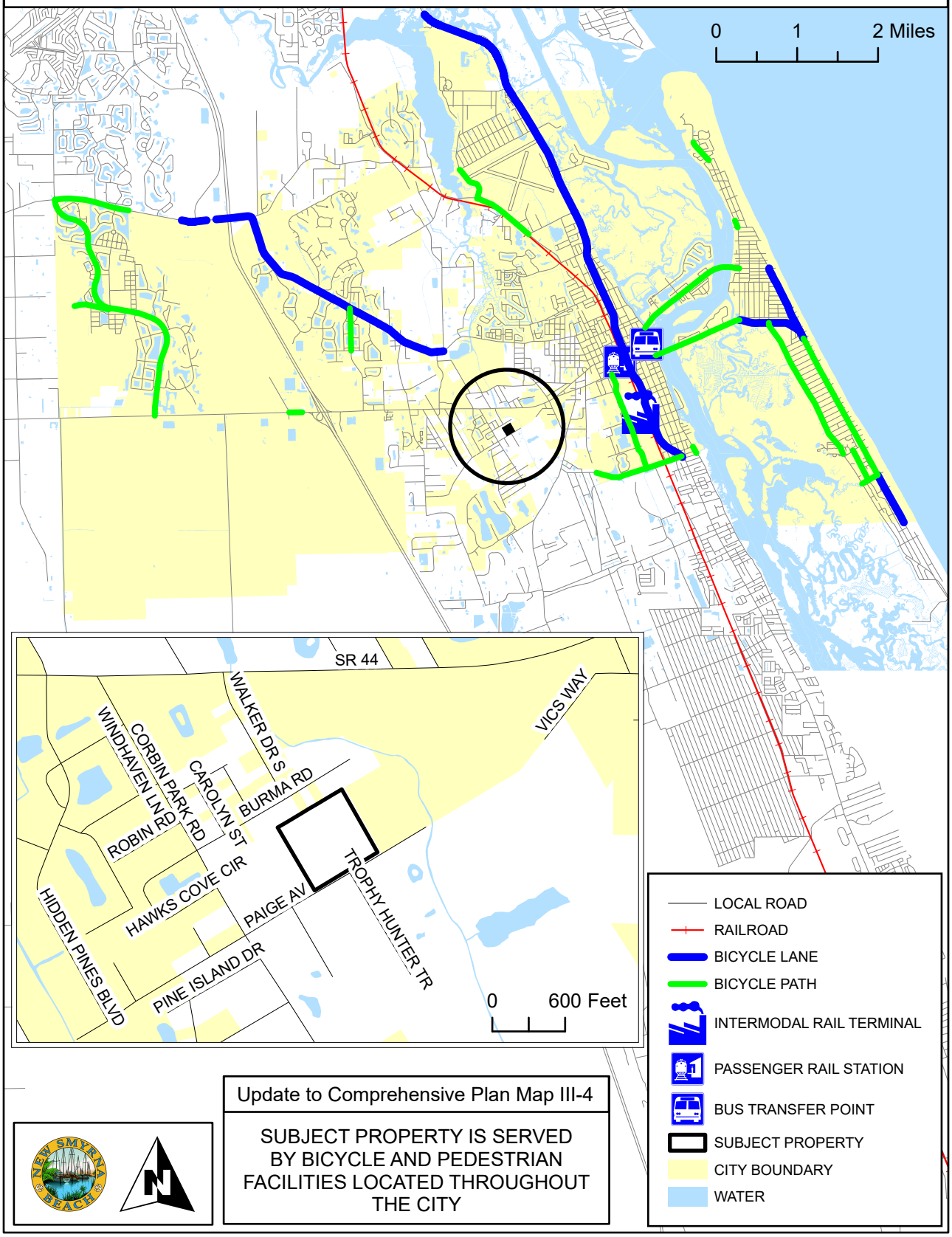


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-2-25

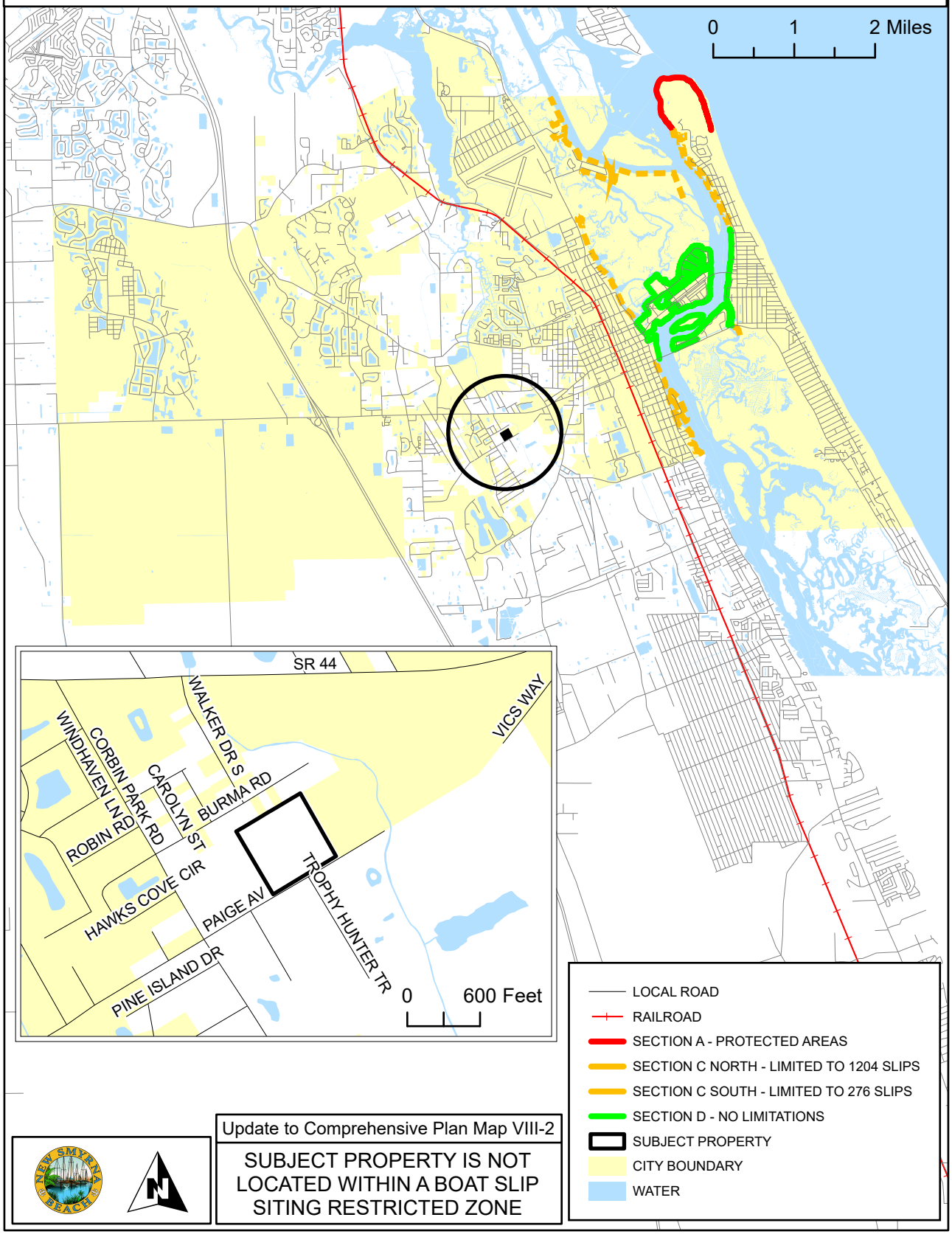


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-2-25

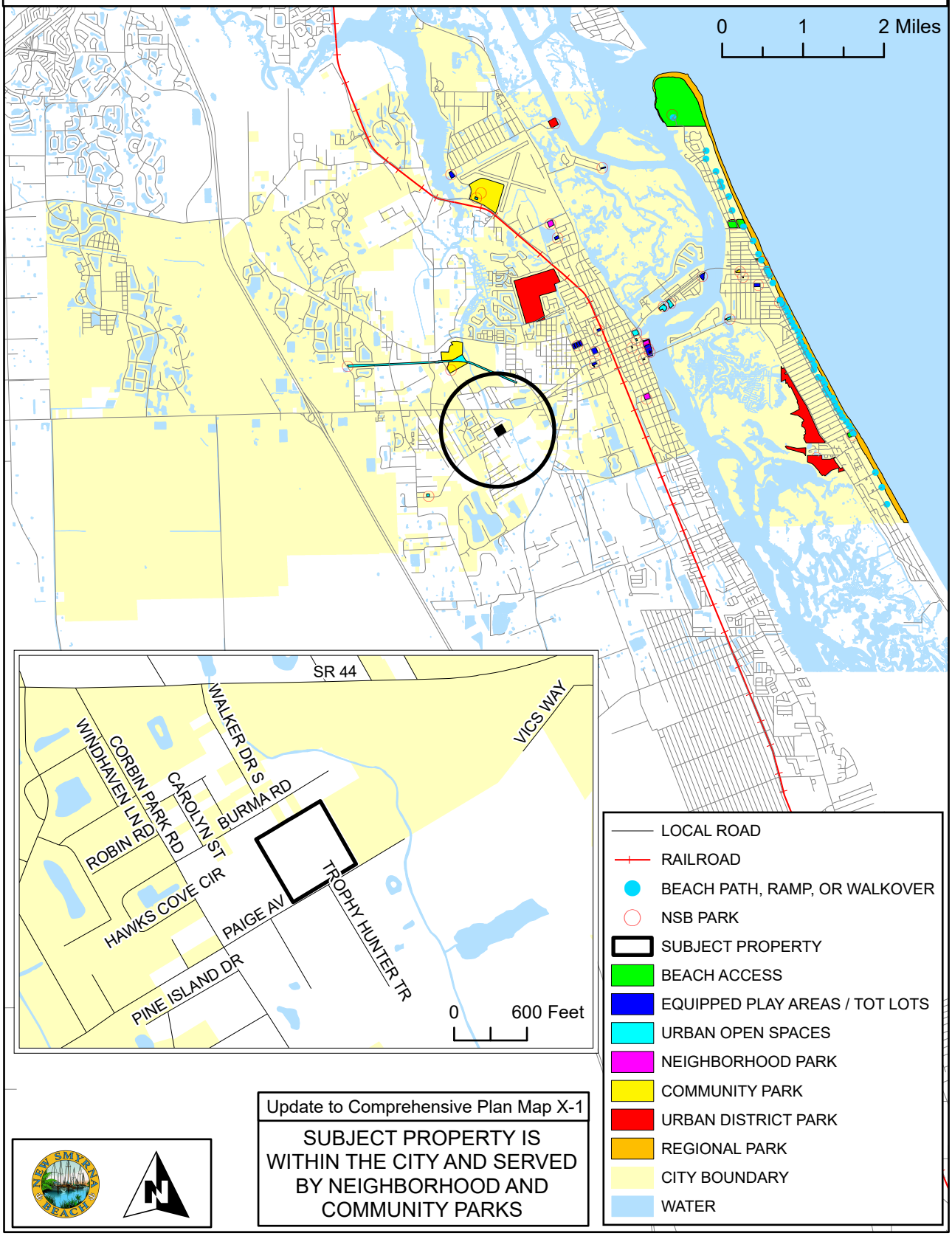


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-2-25

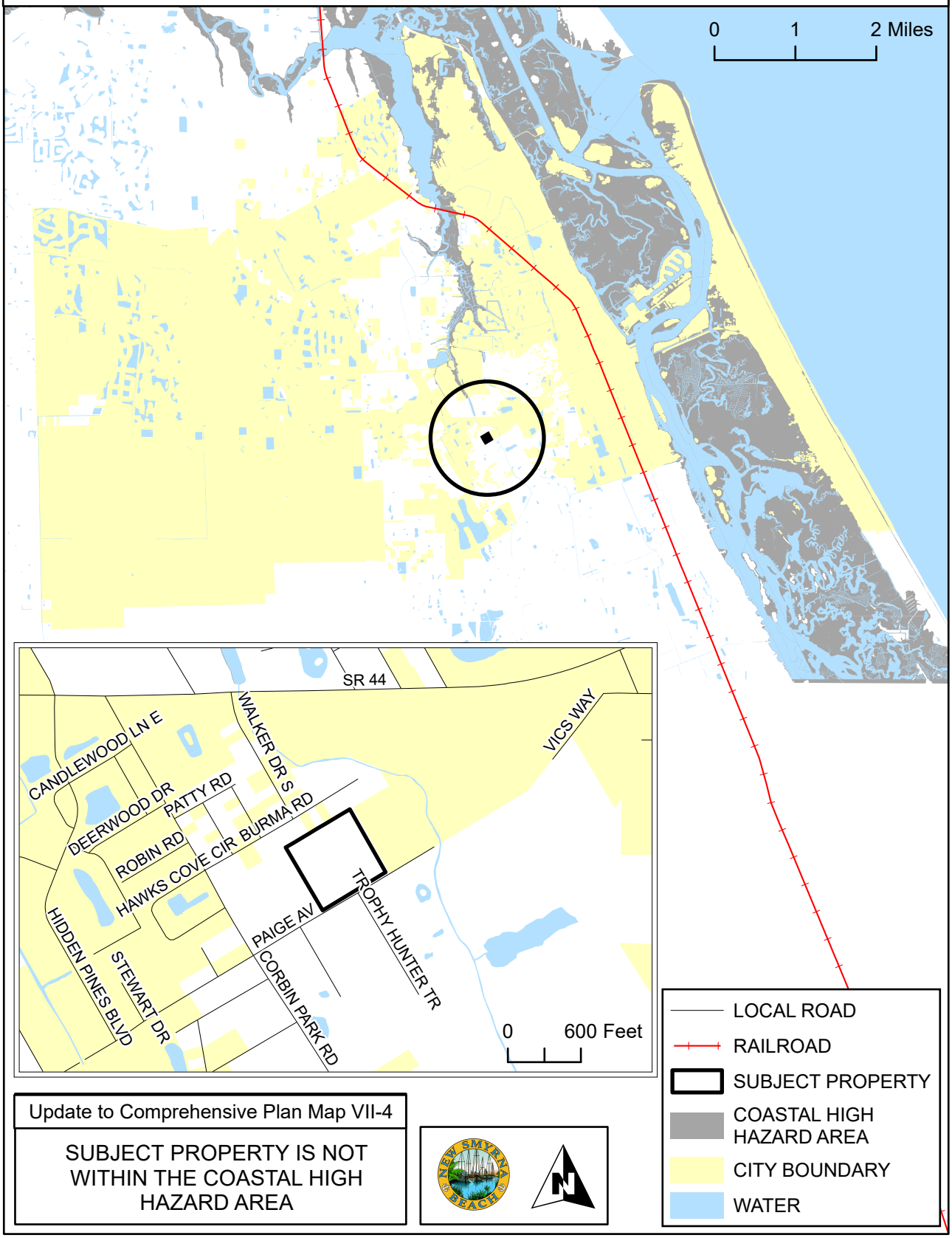


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-2-25

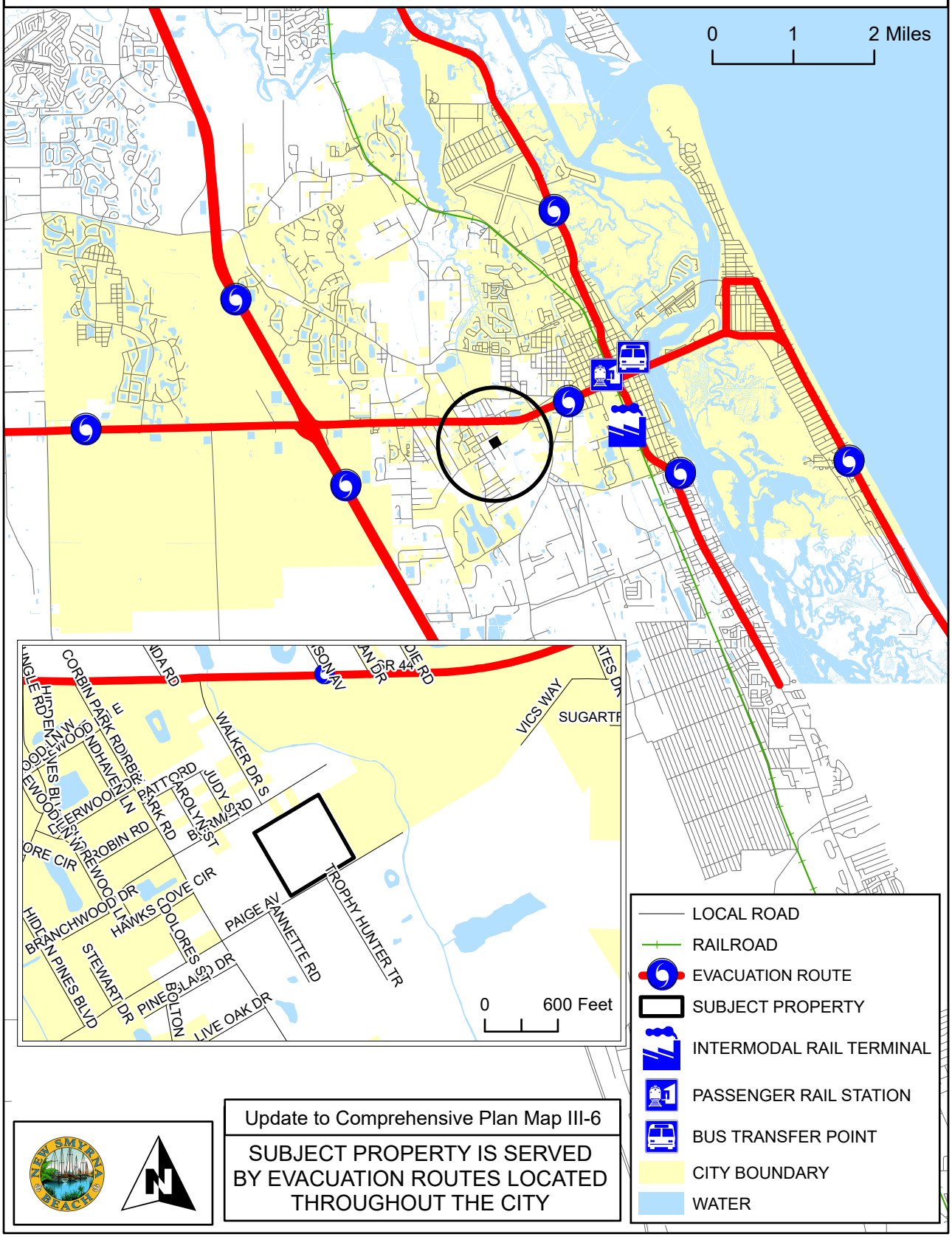


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-2-25

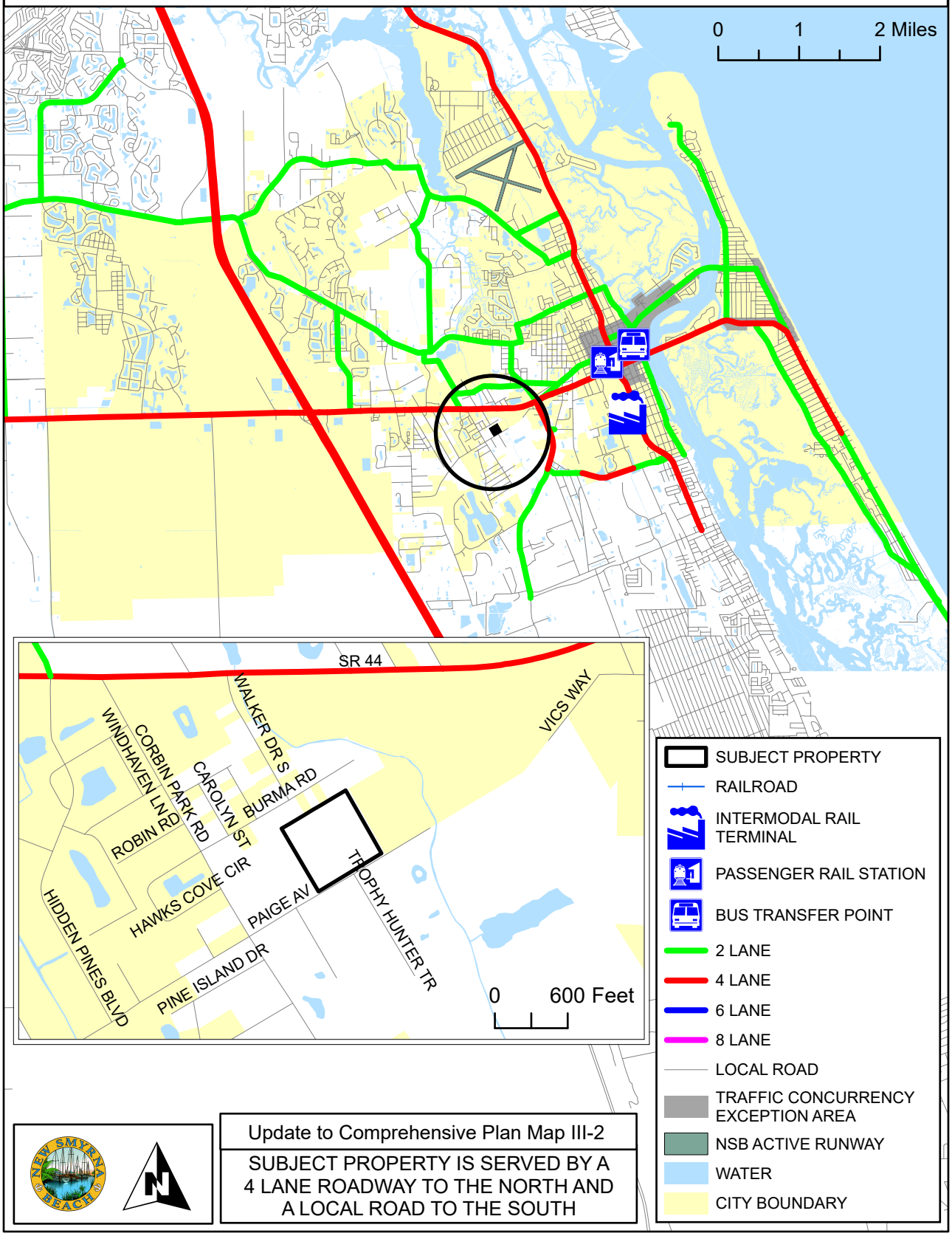


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-2-25

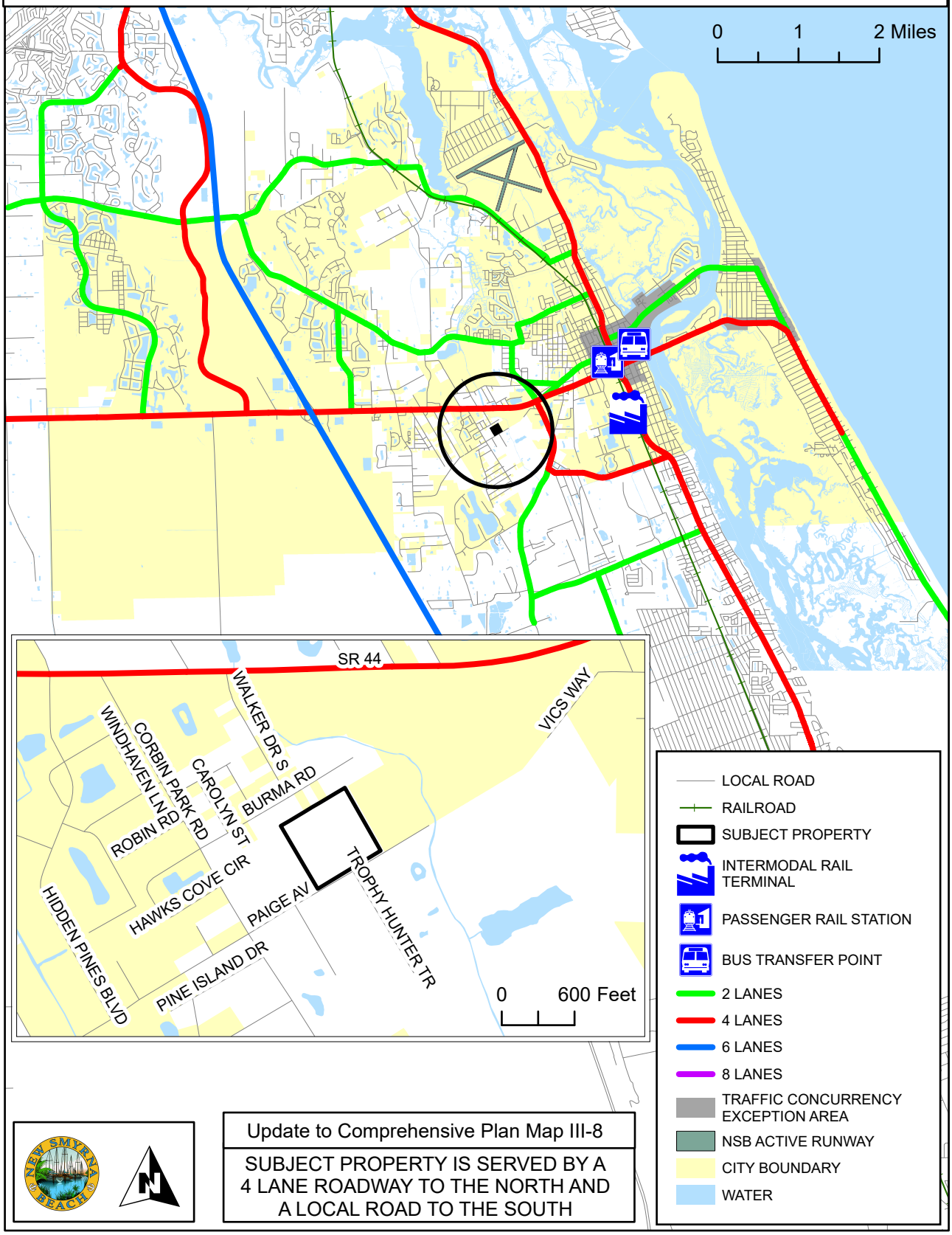


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

NUMBER OF TRAFFIC LANES - 2025

A-2-25

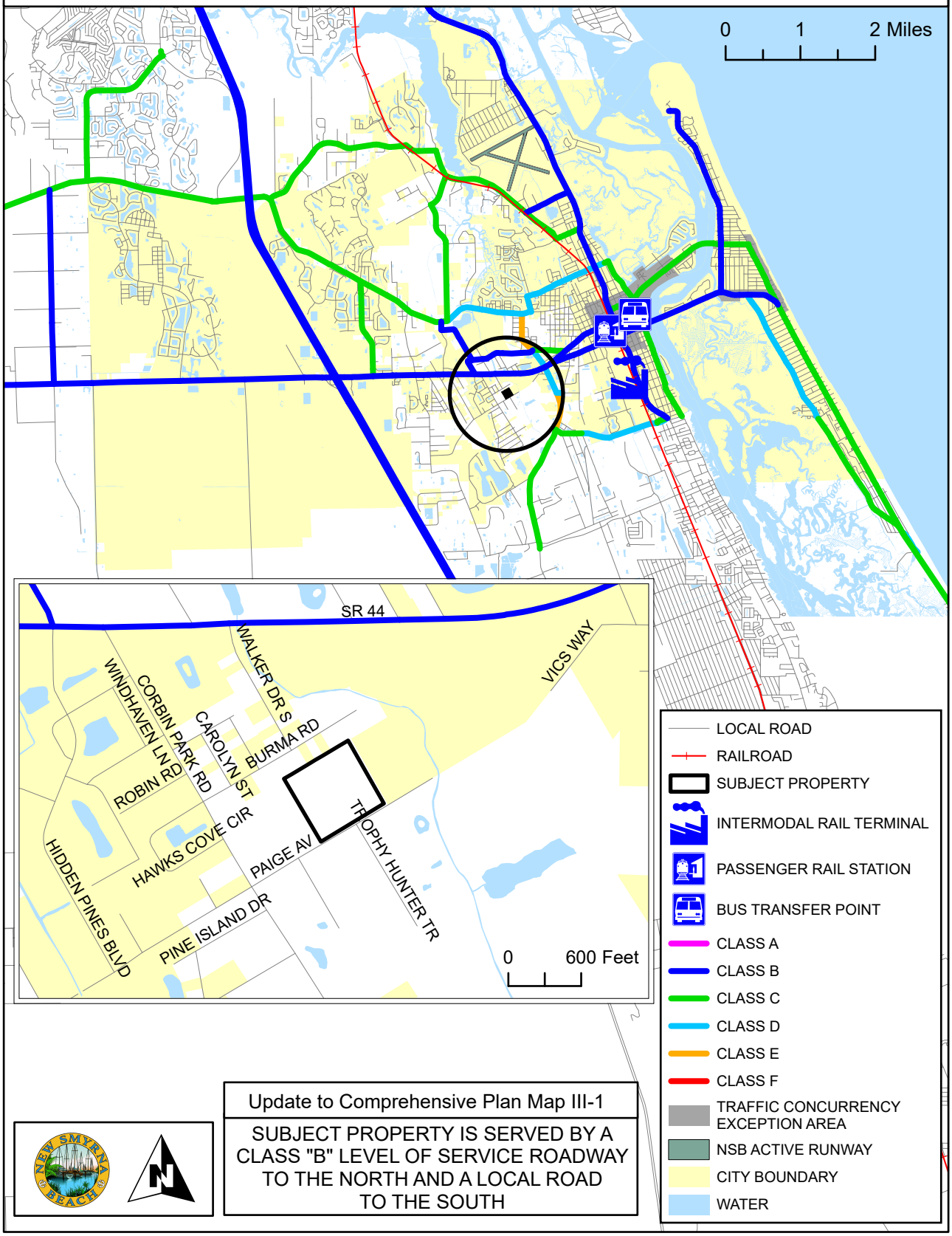


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

EXISTING LEVEL OF SERVICE - 2009

A-2-25

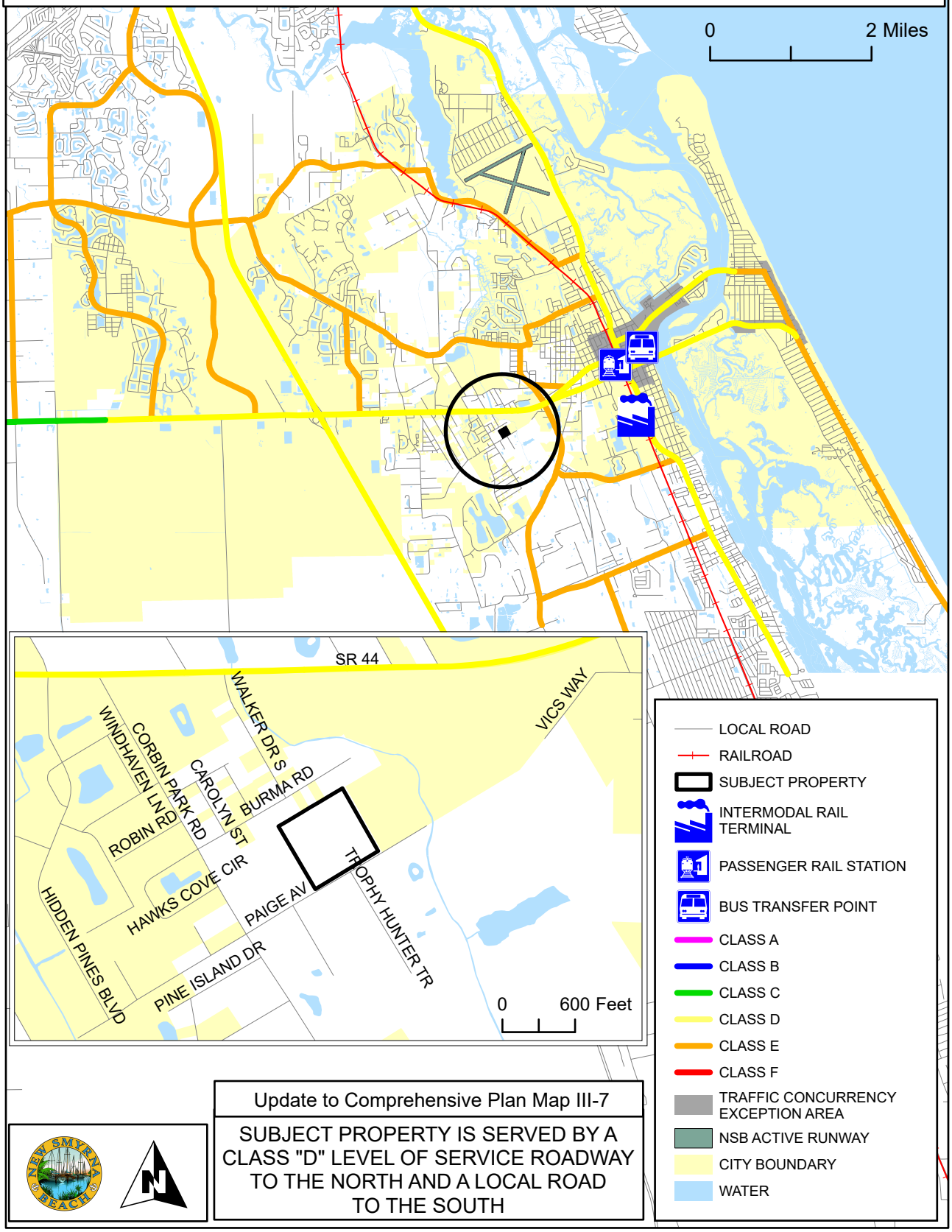


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

LEVEL OF SERVICE - 2025

A-2-25

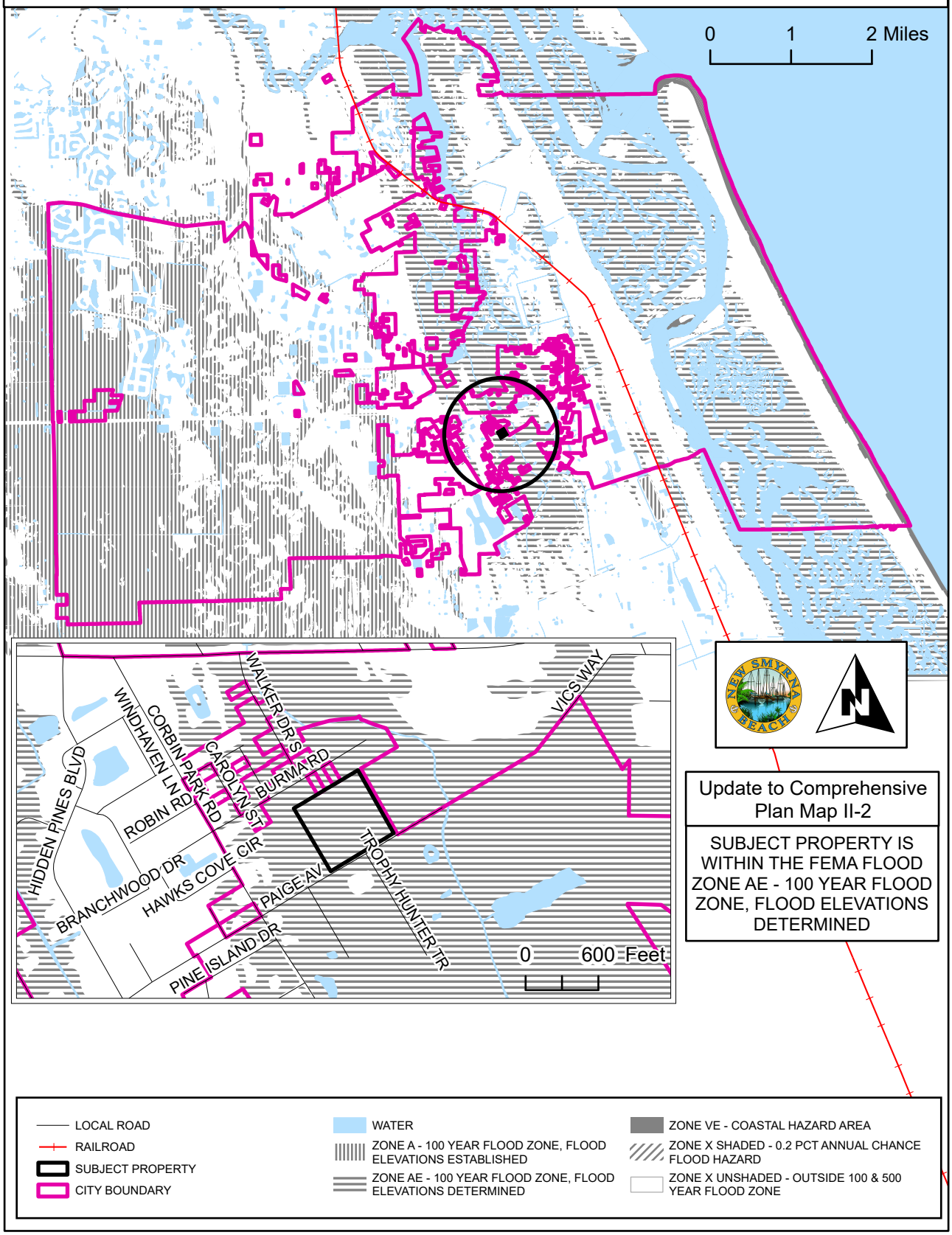


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

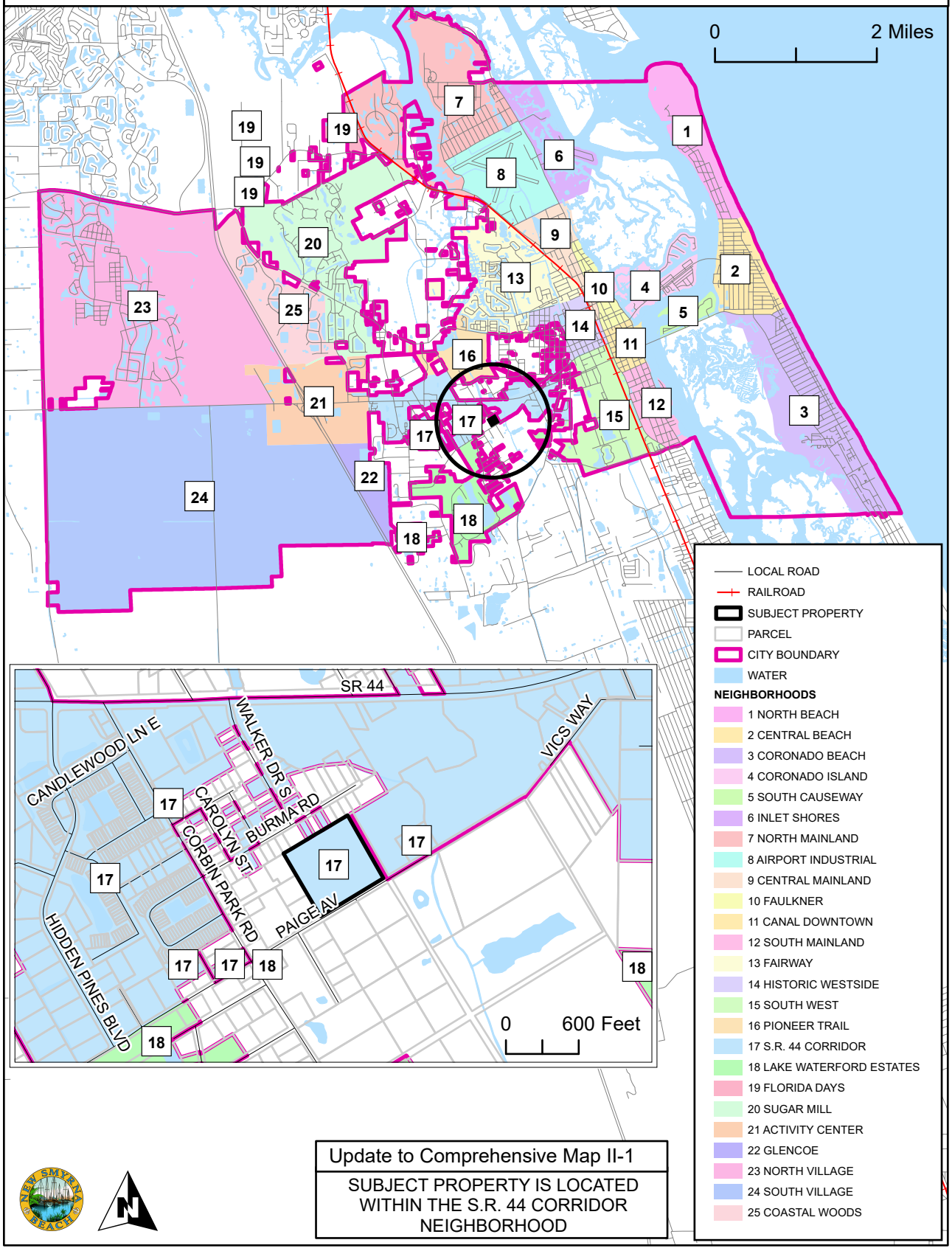
FLOOD PRONE AREAS

A-2-25



NEIGHBORHOODS

A-2-25

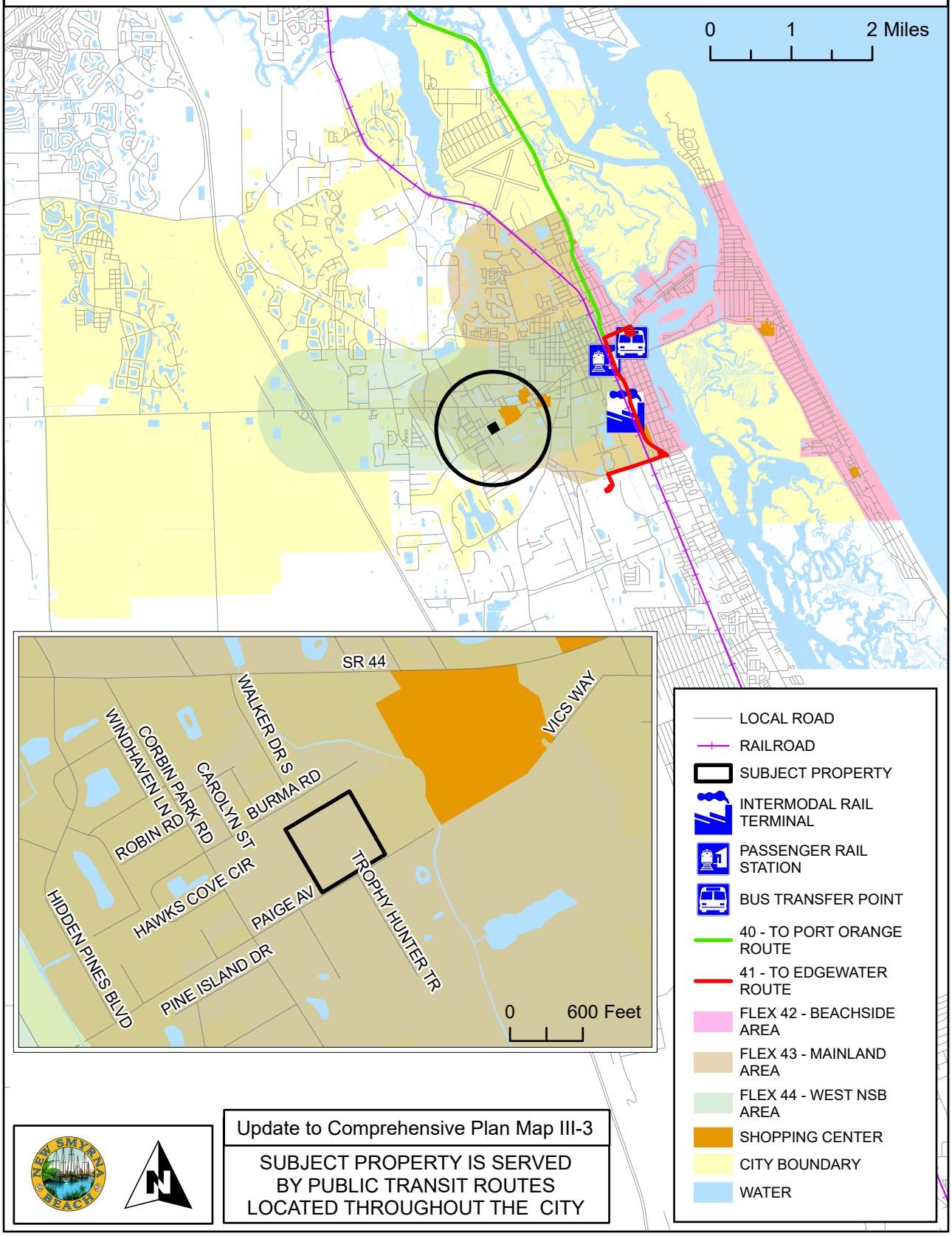


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-2-25

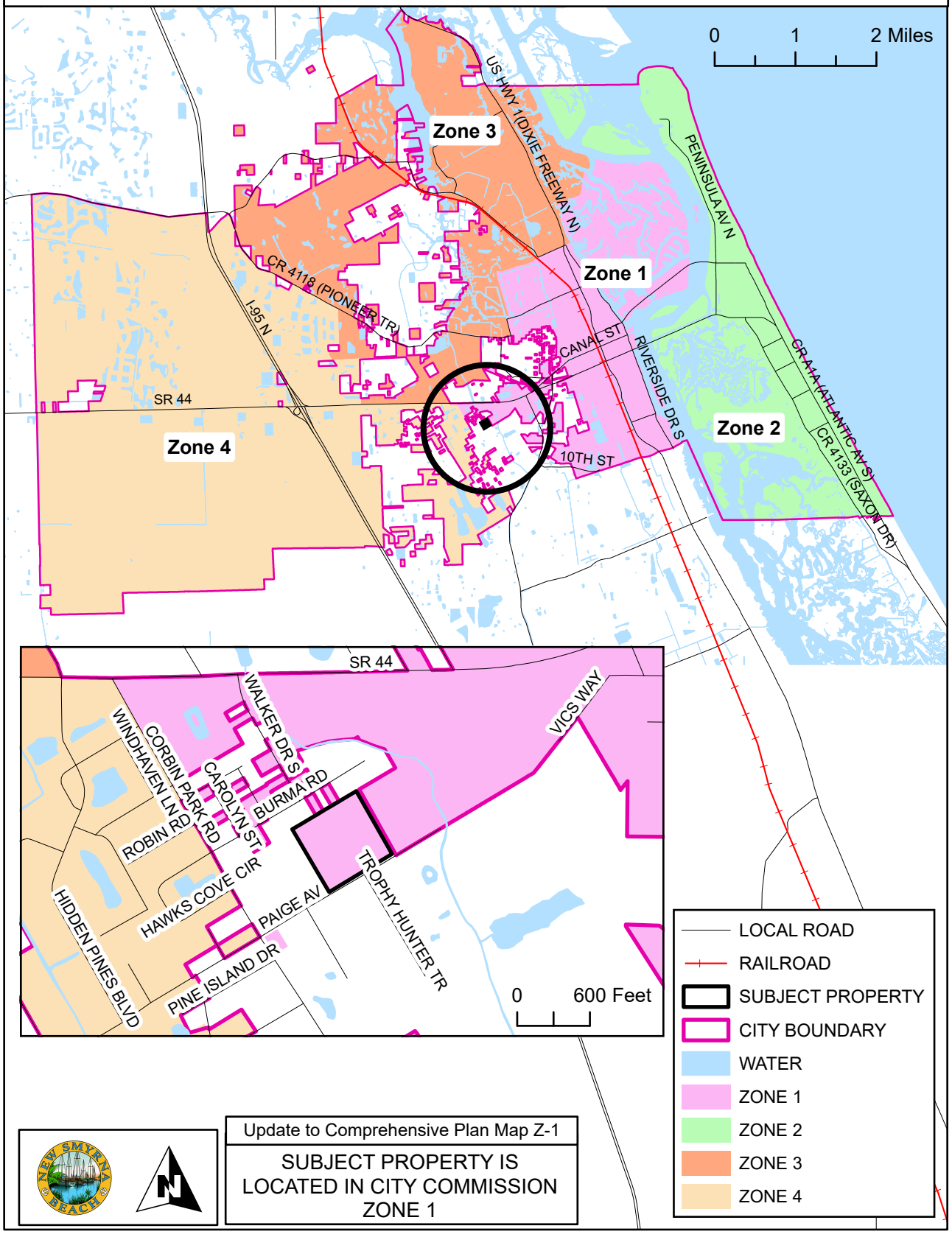


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

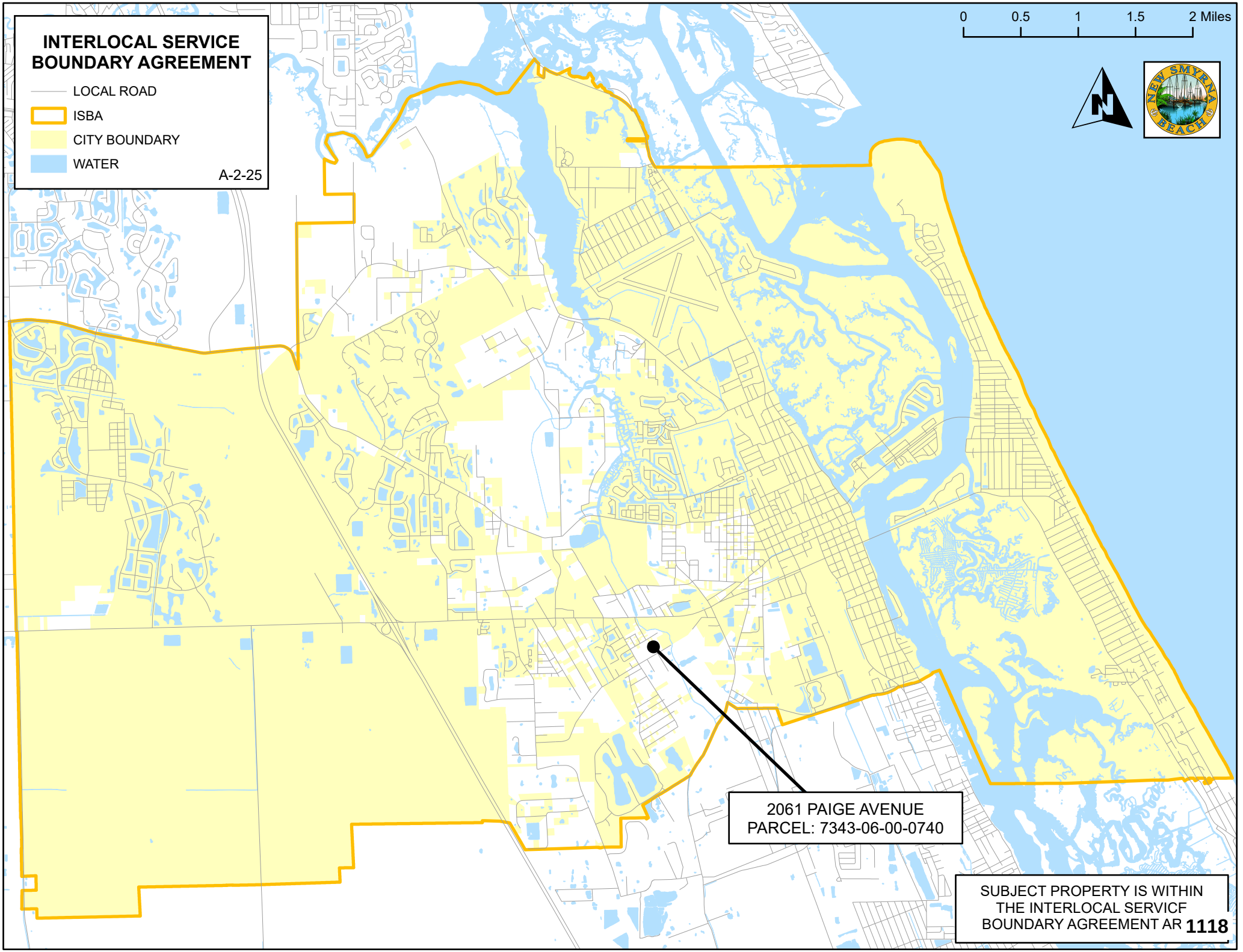
COMMISSION ZONES

A-2-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-2-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1118

LEGAL DESCRIPTION

Address:
2061 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0740

AltKey Number:
3732308

Metes and Bounds by First American Title

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15-foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

2/14/2017 12:20 PM Instrument # 2017030244 # 1 Book: 7360 Page: 3692
Doc Stamps $0.70 Transfer Amt $10.00

Prepared by
Michael Ussery, an employee of
First American Title Insurance Company
12301 Lake Underhill Road, Ste 221
Orlando, Florida 32828
(407)803-5350

Return to: Grantee

File No.: 12666-2331021
Consideration: $

CORRECTIVE WARRANTY DEED

This Corrective Deed is being recorded to correct the legal description in that certain deed recorded in Official Records Book 7321 Page 3140 in the Public Records of Volusia County, Florida.

This indenture made on **this** 9 **day of** Feb., **20**17 A.D., by

Johnna D. Bowlin, a married woman, joined by spouse Freddie Bowlin

whose address is: **2181 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantor", to

Robert J. Malecki and Patricia A. Malecki, husband and wife

whose address is: **2061 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, **Florida**, to-wit:

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements: The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15 foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

Parcel Identification Number: **734306000740**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

GRANTEE HEREIN IS PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR ANY SALES PRICE FOR A PERIOD OF 30 DAYS FROM THE DATE OF THIS DEED. AFTER THIS 30 DAY PERIOD, GRANTEE IS FURTHER PROHIBITED FROM CONVEYING THE PROPERTY FOR A SALES PRICE GREATER THAN 120% OF THE SHORT SALE PRICE UNTIL 90 DAYS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO THE GRANTEE.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2015.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Johnna D. Bowlin

Freddie Bowlin

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Amanda Reynolds

Witness Signature

Print Name: Nancy A. Williams

State of **FL**

County of **Orange**

The Foregoing Instrument Was Acknowledged before me on **this** 9 **day of** FEB, **20**17, by **Johnna D. Bowlin and Freddie Bowlin** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

Sheri Manning

(Printed Name)

My Commission expires: 5/20/2017

SHERI MANNING
Notary Public - State of Florida
My Comm. Expires May 20, 2017
Commission # FF 019348

{Notorial Seal}

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 18-25 Small Scale 2061 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 18-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 9.1± ACRES OF PROPERTY GENERALLY LOCATED EAST OF CORBIN PARK ROAD, NORTH OF PAIGE AVENUE AND TROPHY HUNTER TRAIL, ADDRESSED AS 2061 PAIGE AVENUE, FROM VOLUSIA COUNTY *URBAN MEDIUM INTENSITY* TO CITY *MEDIUM DENSITY RESIDENTIAL*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert J. and Patricia A. Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132, applicants and property owners, have requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 9.1± acres of property generally located east of Corbin Park Road, north of Paige Avenue and Trophy Hunter Trail, addressed as 2061 Paige Avenue, from Volusia County *Urban Medium Intensity* to City *Medium Density Residential*; to amend City Neighborhood Map II-1 to show the subject property is located within the S. R. 44 Corridor Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the north and a local road to the south; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the north and a local road to the south; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class D level of service roadway to the north and a local road to the south; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the north and a local road to the south; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a

boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 1; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on March 3, 2025, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Medium Intensity* to City *Medium Density Residential* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

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

from Volusia County *Urban Medium Intensity* to City *Medium Density Residential.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the S.R. 44 Corridor Neighborhood.

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

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE.

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

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use.*

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

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the north and a local road to the south.

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

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the south.

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

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

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

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

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

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

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

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

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

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the north and a local road to the south.

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

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the south.

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

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

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

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

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

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

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

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

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

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

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

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 1.

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

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on April 22, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

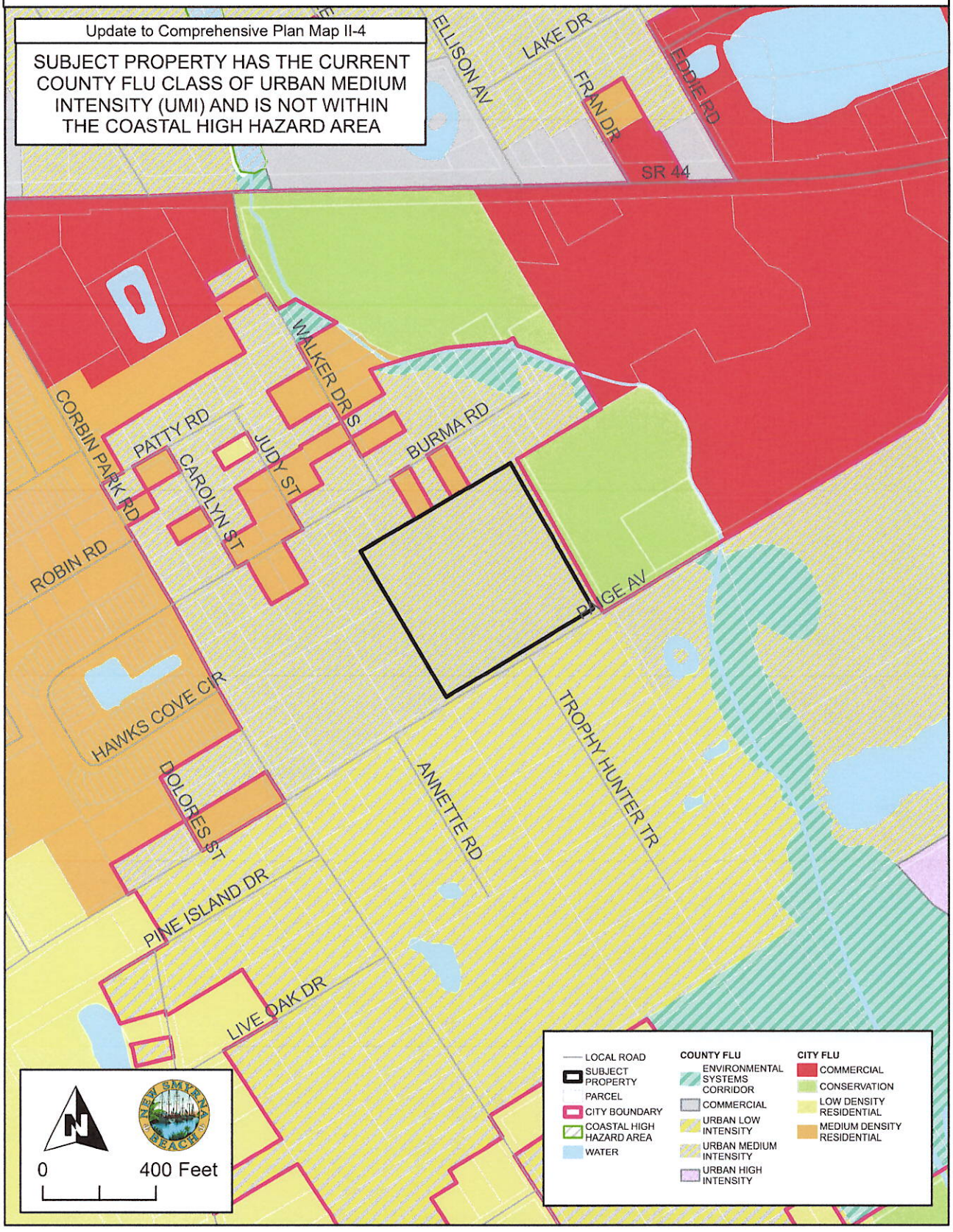
Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/1/2025

EXISTING FUTURE LAND USE DESIGNATIONS

A-2-25



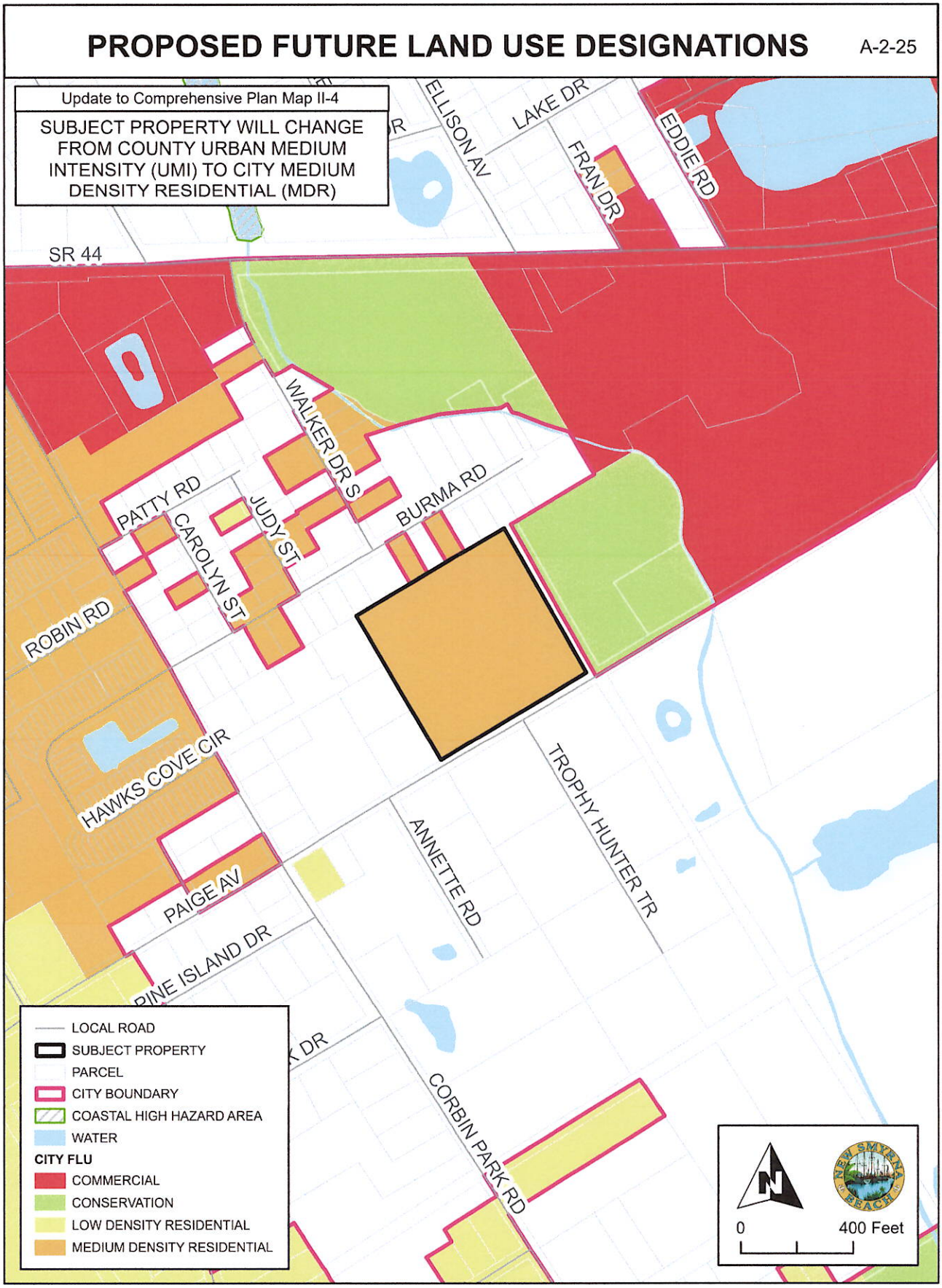

PROPOSED FUTURE LAND USE DESIGNATIONS
A-2-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN MEDIUM INTENSITY (UMI) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR)
ELLISON AV
LAKE DR
FRAN DR
EDDIE RD
SR 44
WALKER DR S
PATTY RD
CAROLYN ST
JUDY ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
TROPHY HUNTER TR
ANNETTE RD
PAIGE AV
PINE ISLAND DR
CORBIN PARK RD
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
WATER
CITY FLU
COMMERCIAL
CONSERVATION
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
N
0
400 Feet

EXHIBIT "B"

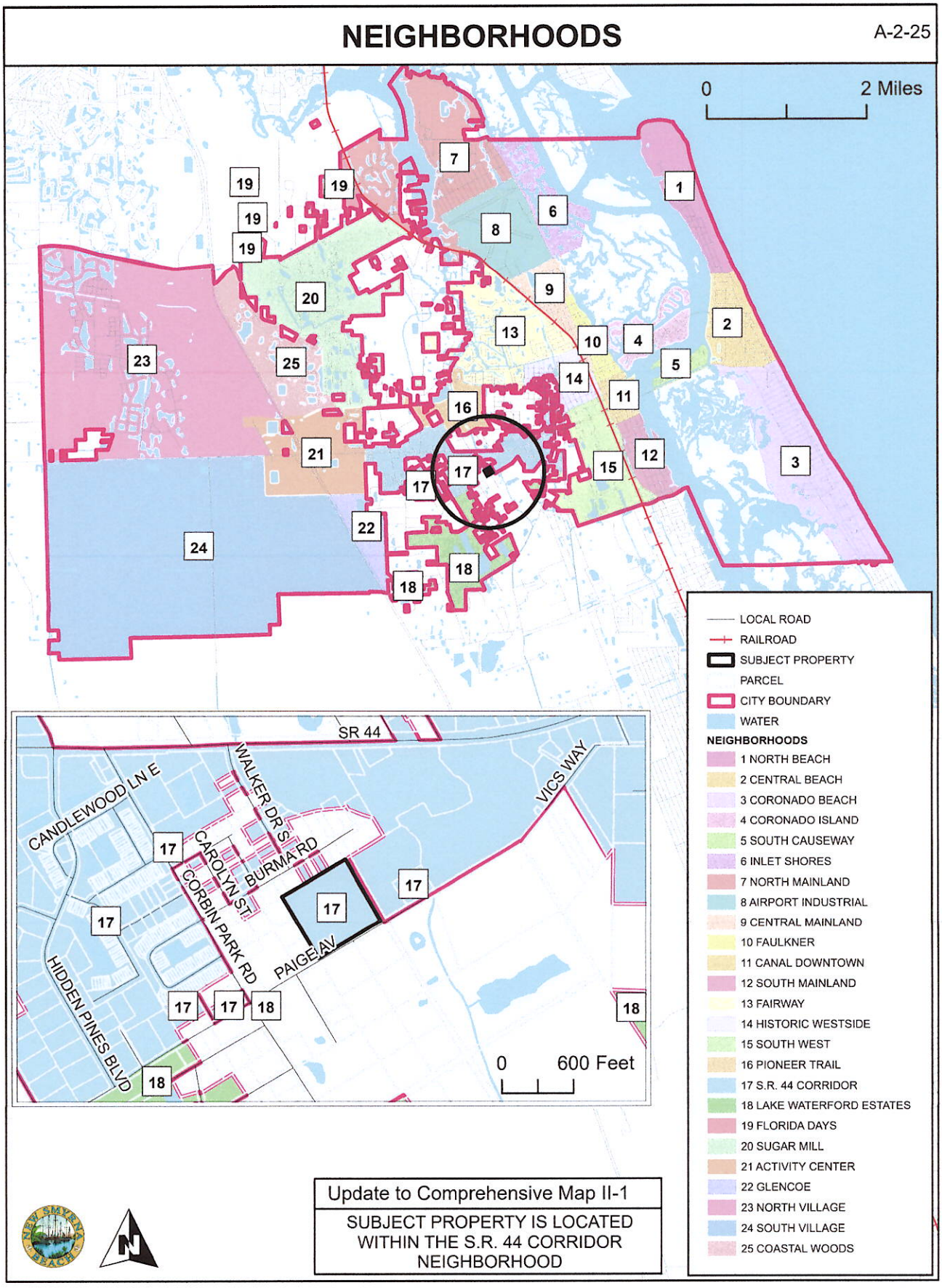

NEIGHBORHOODS
A-2-25
0
2 Miles
SR 44
CANDLEWOOD LN E
WALKER DR S
CAROLYN ST
BURMA RD
CORBIN PARK RD
PAIGE AV
VICS WAY
HIDDEN PINES BLVD
0
600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

EXHIBIT "C"

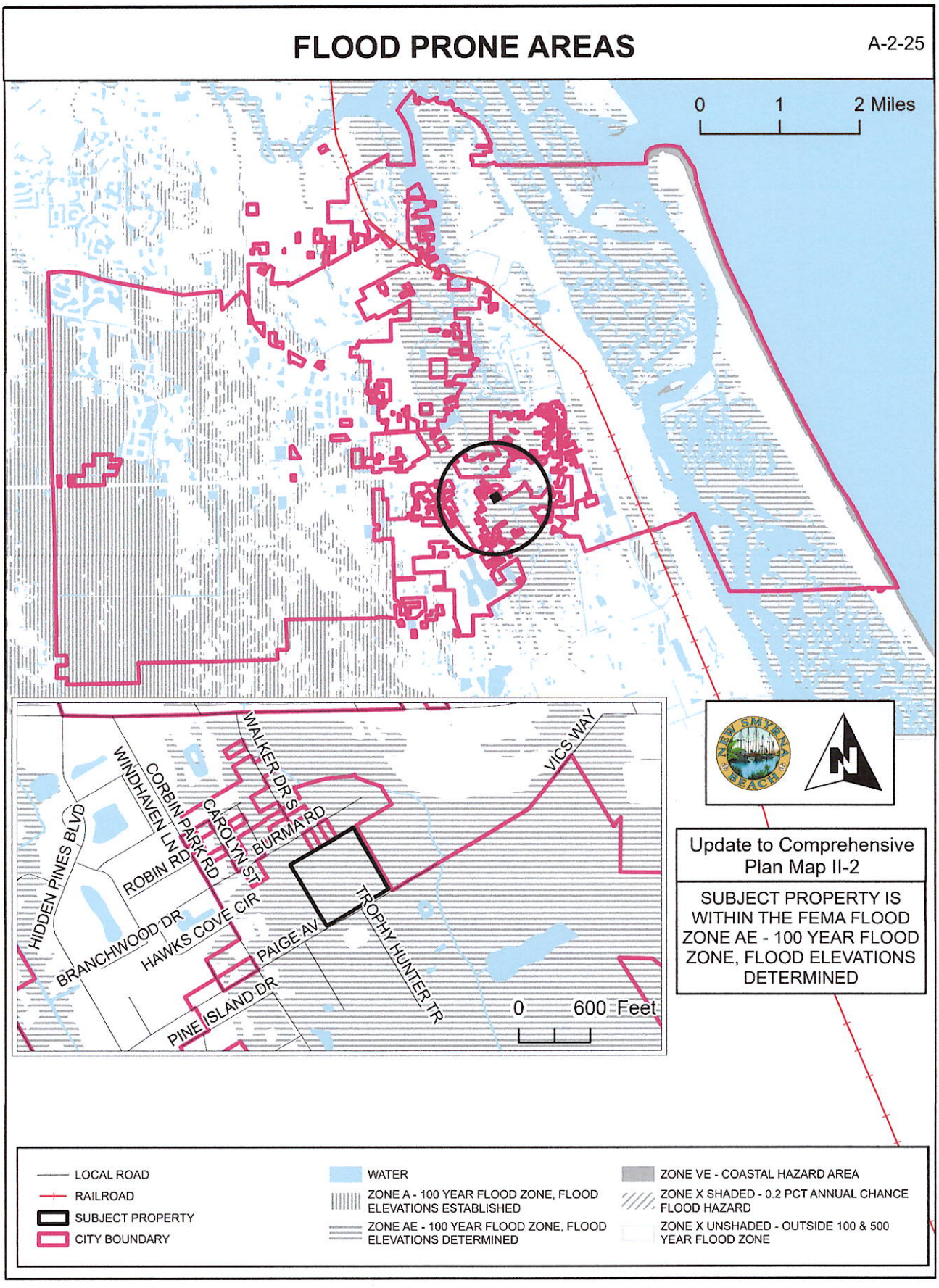
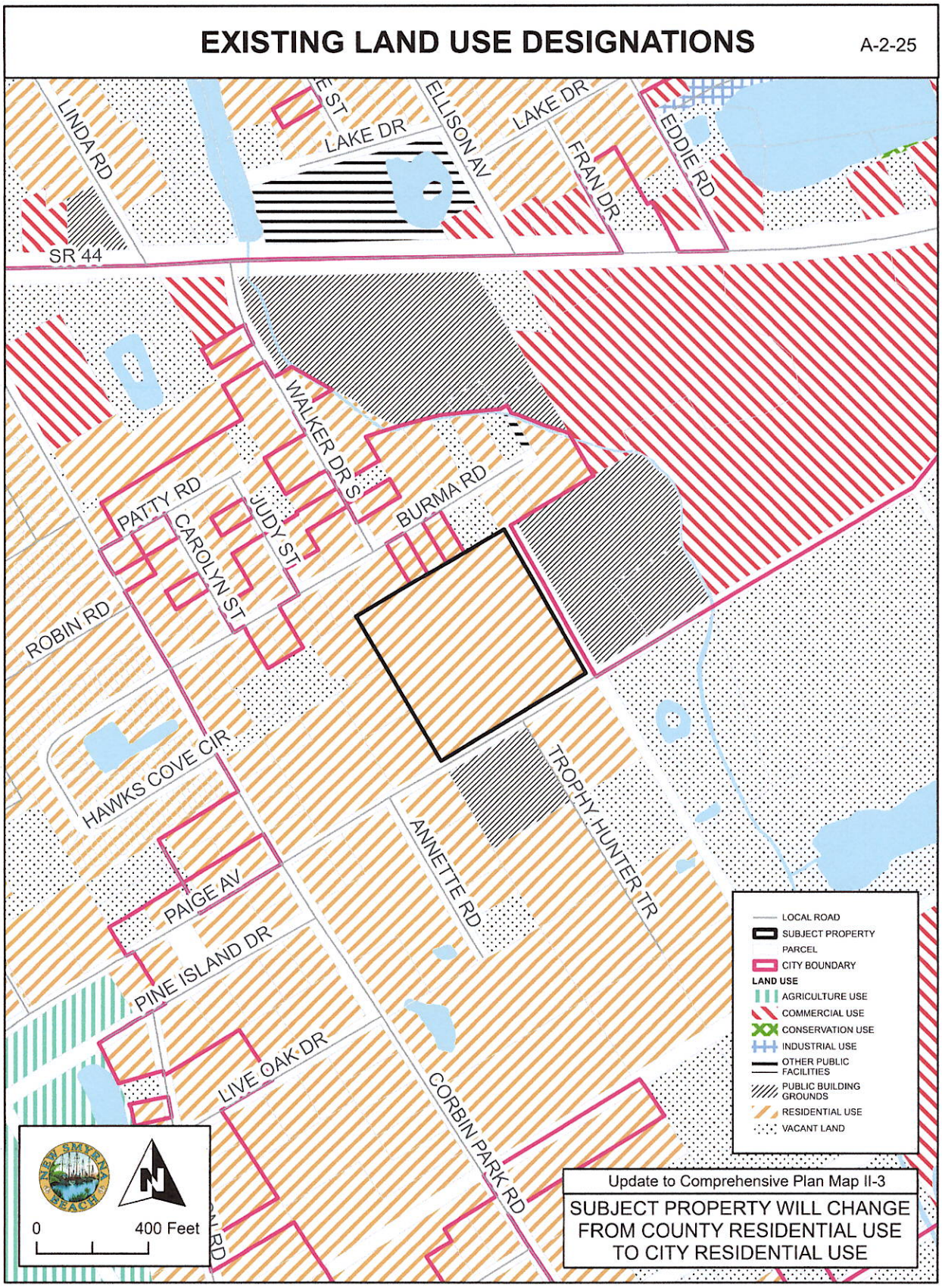
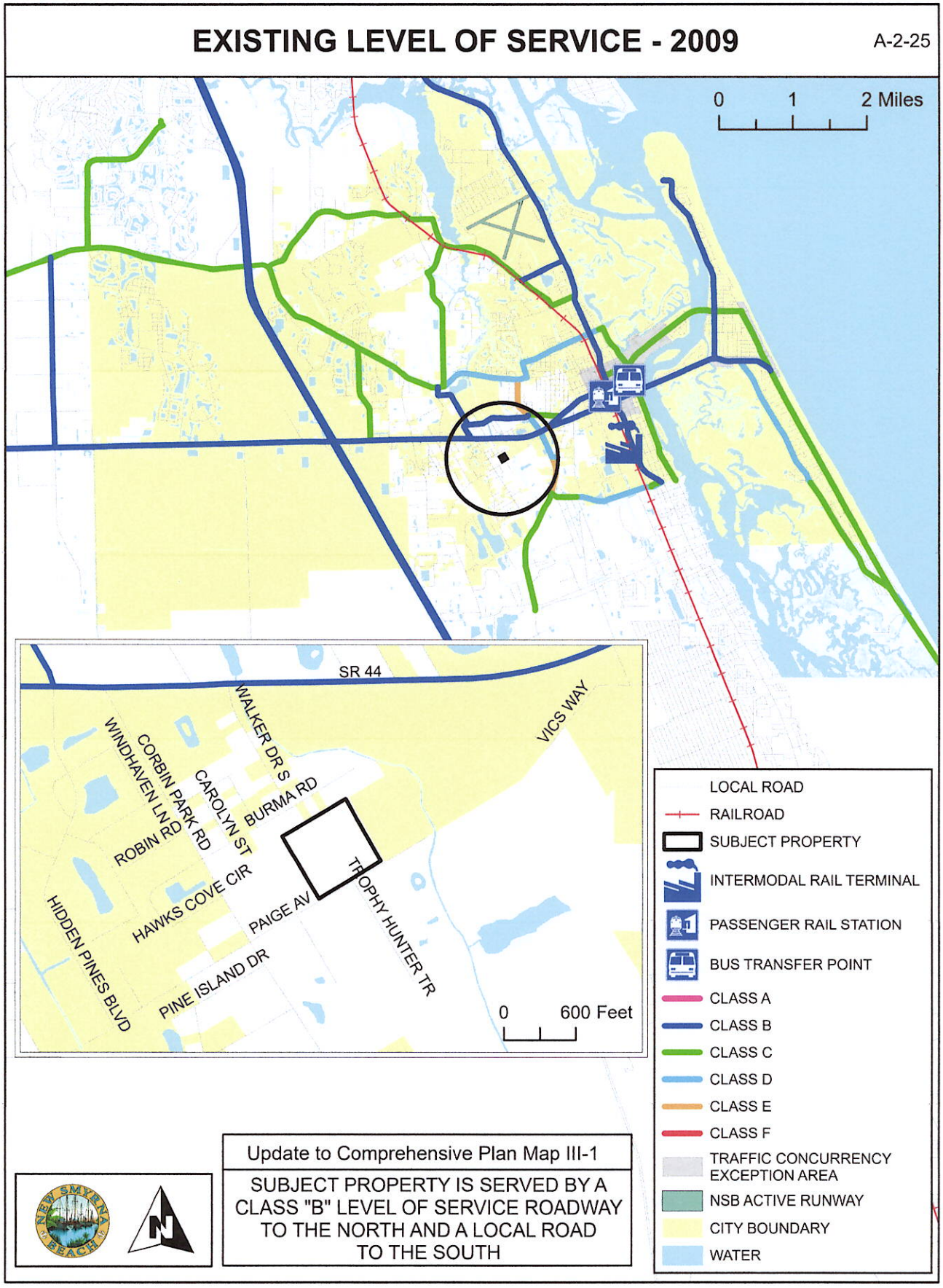
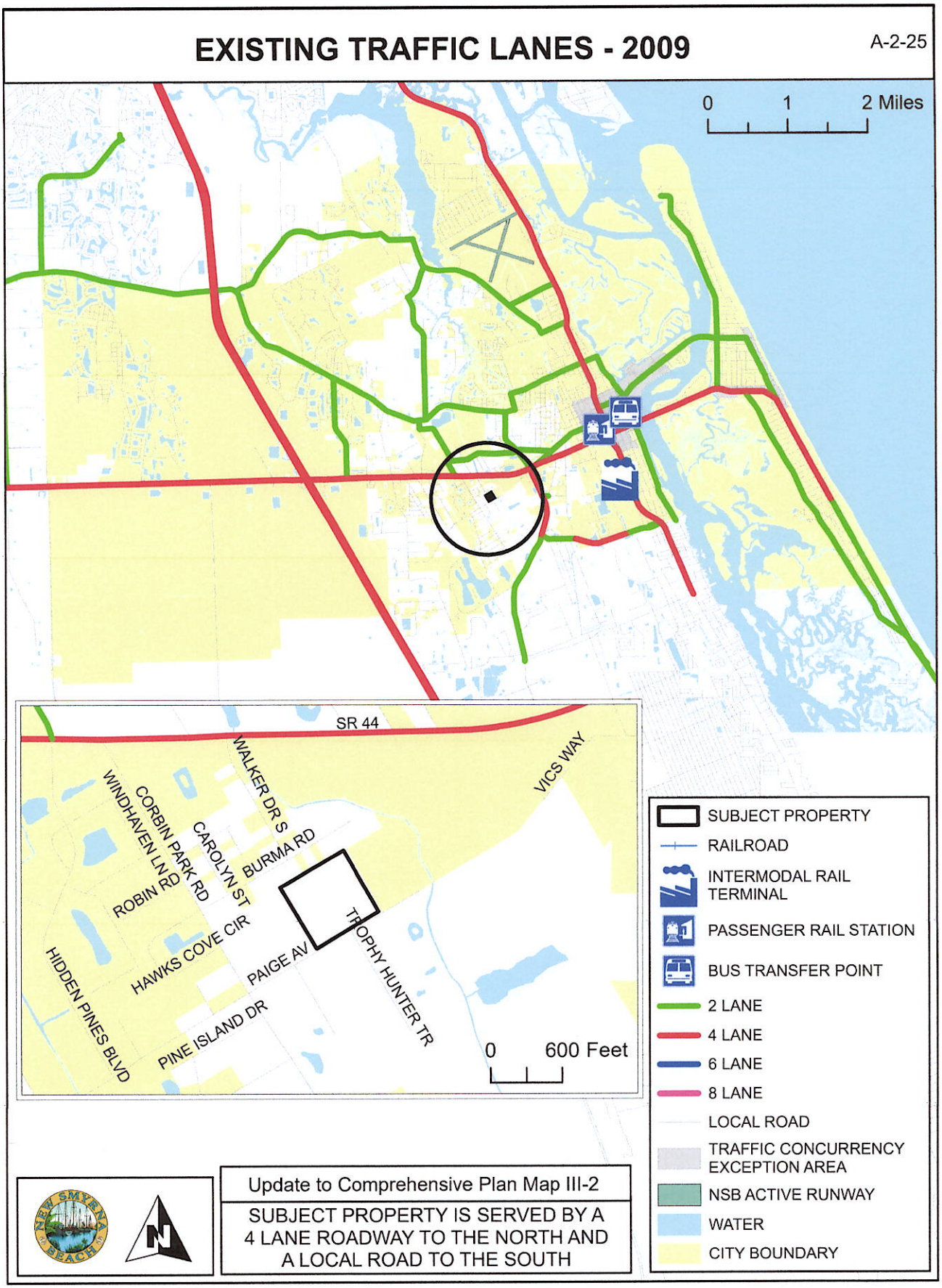
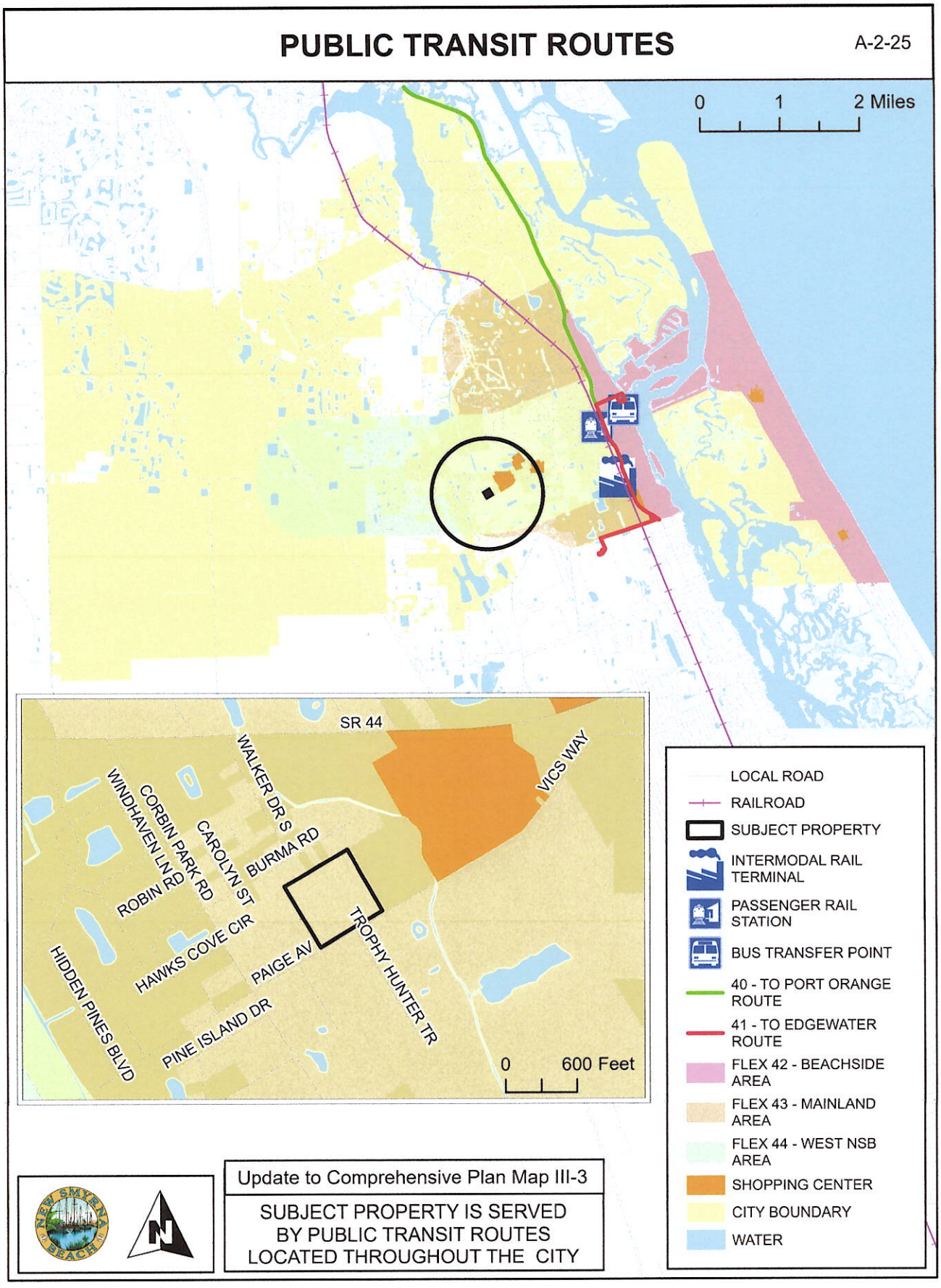

FLOOD PRONE AREAS
A-2-25
0
1
2 Miles
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
HIDDEN PINES BLVD
ROBIN RD
HAWKS COVE CIR
BRANCHWOOD DR
PAIGE AV
TROPHY HUNTER TR
PINE ISLAND DR
0
600 Feet
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"


EXISTING LAND USE DESIGNATIONS
A-2-25
LINDA RD
LAKE DR
ELLISON AV
LAKE DR
FRAN DR
EDDIE RD
SR 44
WALKER DR S
PATTY RD
CAROLYN ST
JUDY ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
PINE ISLAND DR
LIVE OAK DR
ANNETTE RD
TROPHY HUNTER TR
CORBIN PARK RD
LOCAL ROAD
SUBJECT PROPERTY PARCEL
CITY BOUNDARY
LAND USE
AGRICULTURE USE
COMMERCIAL USE
CONSERVATION USE
INDUSTRIAL USE
OTHER PUBLIC FACILITIES
PUBLIC BUILDING GROUNDS
RESIDENTIAL USE
VACANT LAND
0
400 Feet
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE


EXISTING LEVEL OF SERVICE - 2009
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
ROBIN RD
CAROLYN ST
BURMA RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH


EXISTING TRAFFIC LANES - 2009
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH


PUBLIC TRANSIT ROUTES
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
ROBIN RD
CAROLYN ST
BURMA RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

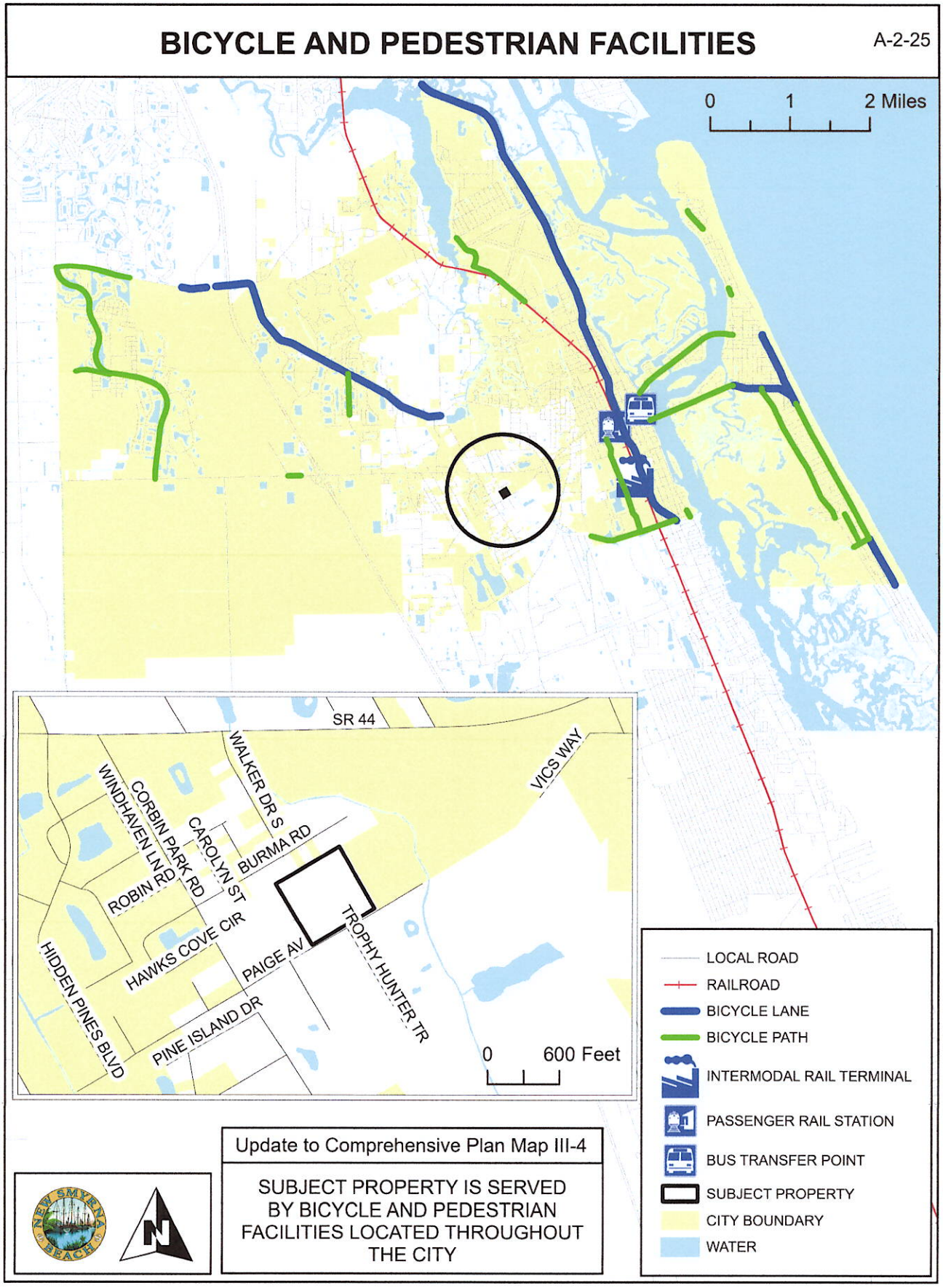
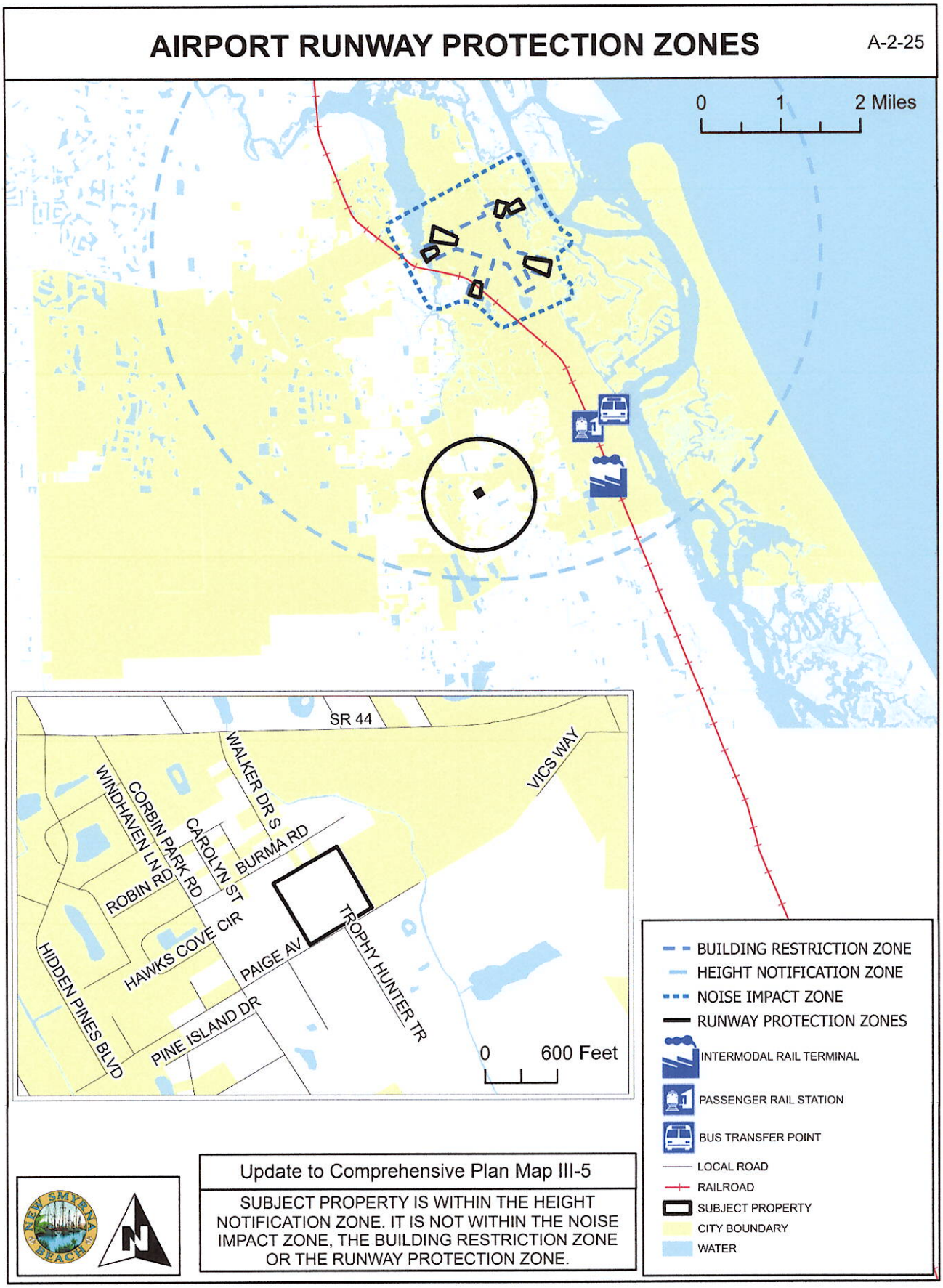
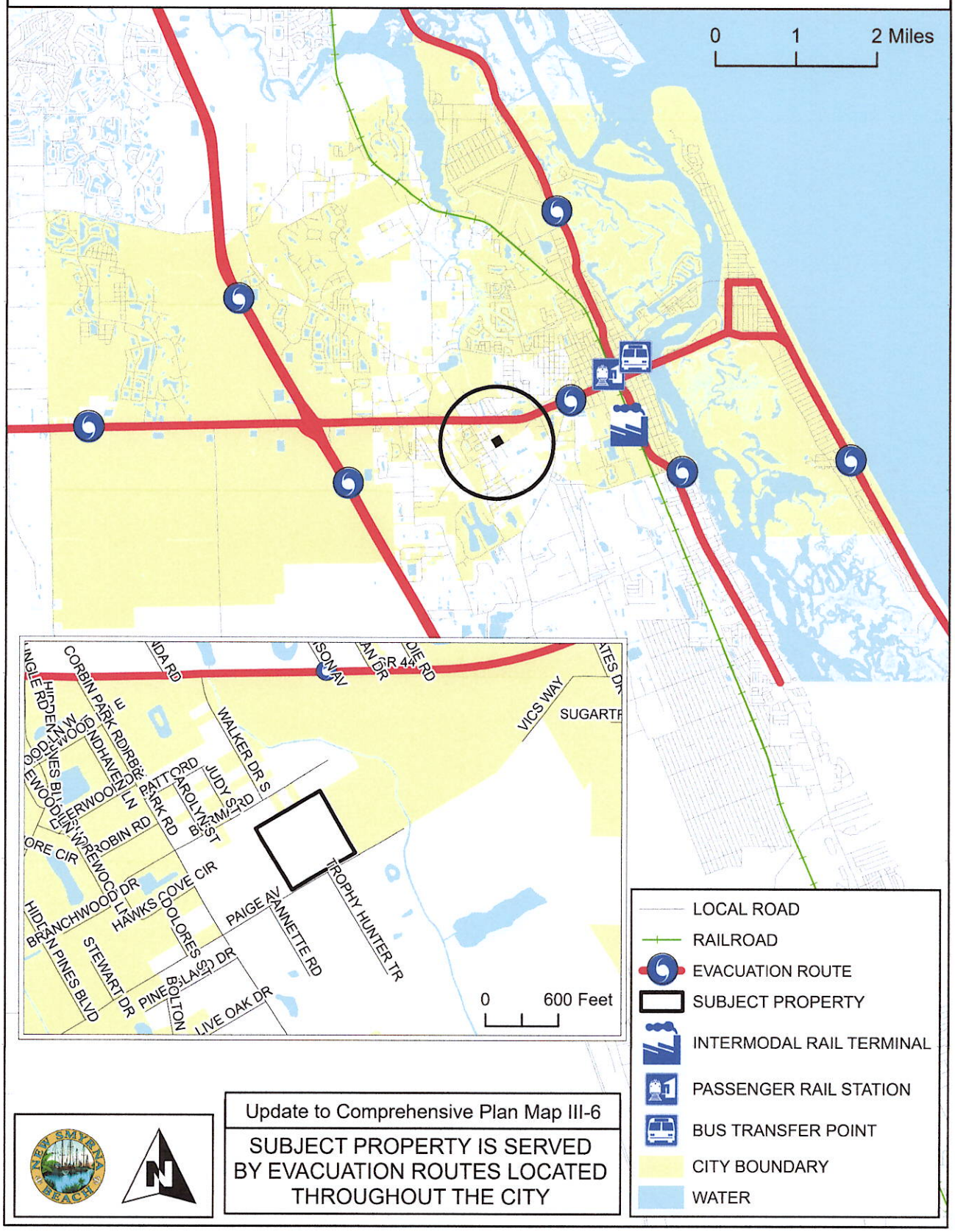

BICYCLE AND PEDESTRIAN FACILITIES
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"


AIRPORT RUNWAY PROTECTION ZONES
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
TROPHY HUNTER TR
PAIGE AV
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EVACUATION ROUTES

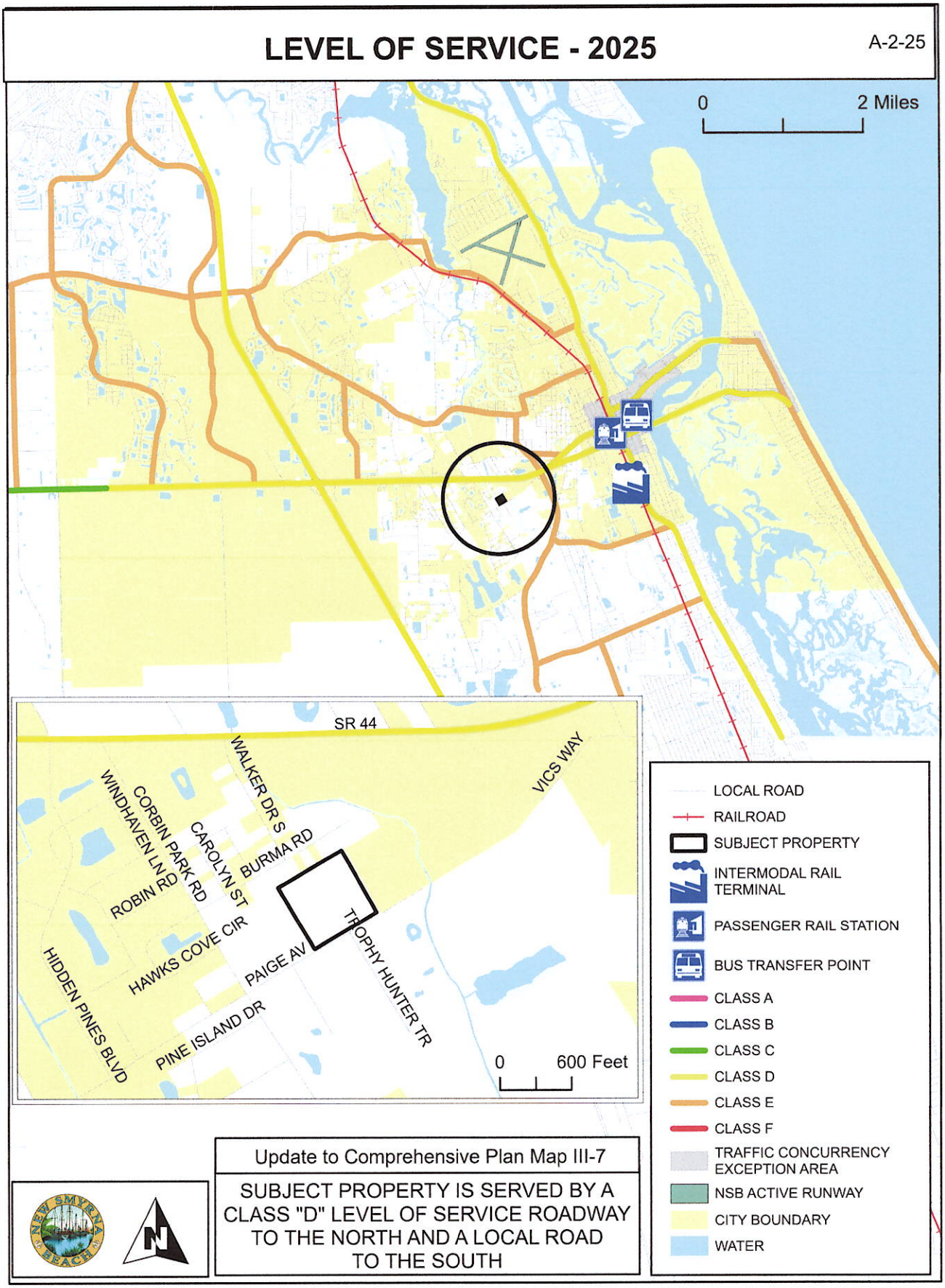
A-2-25



Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"


LEVEL OF SERVICE - 2025
A-2-25
0
2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0
600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

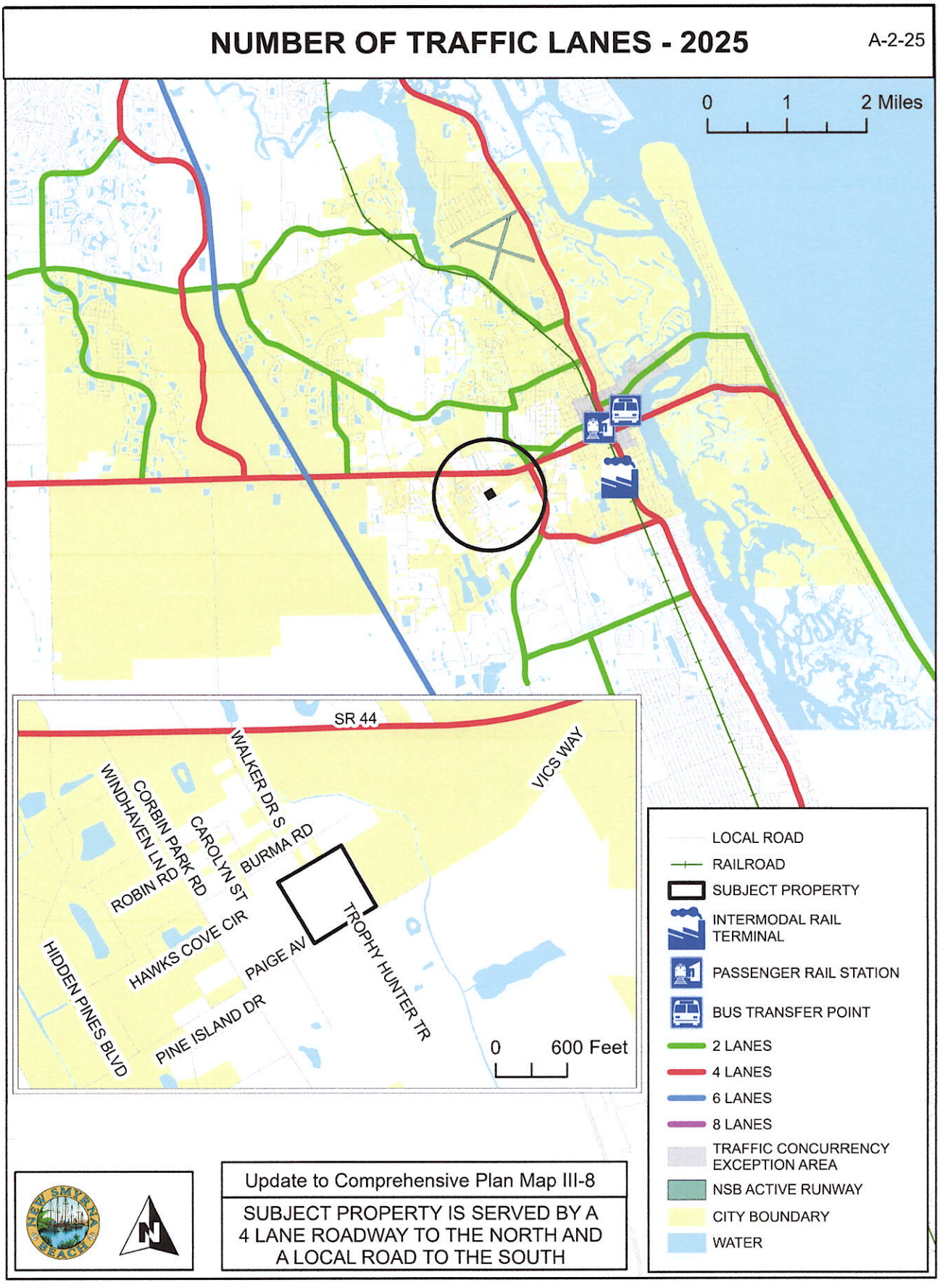
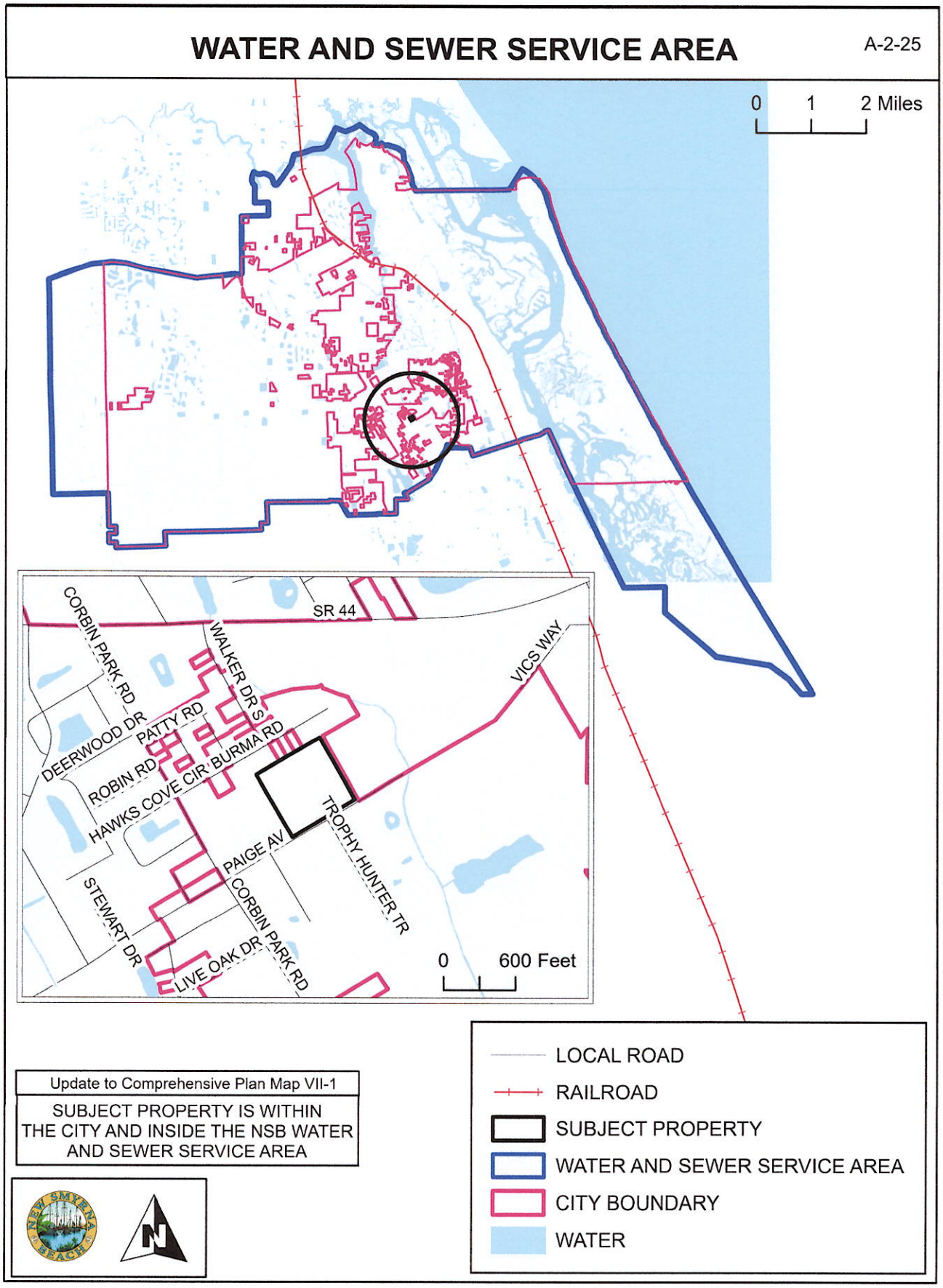

NUMBER OF TRAFFIC LANES - 2025
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

EXHIBIT "M"


WATER AND SEWER SERVICE AREA
A-2-25
0 1 2 Miles
SR 44
CORBIN PARK RD
WALKER DR S
VICS WAY
DEERWOOD DR
PATTY RD
ROBIN RD
HAWKS COVE CIR
BURMA RD
TROPHY HUNTER TR
PAIGE AV
STEWART DR
CORBIN PARK RD
LIVE OAK DR
0 600 Feet
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

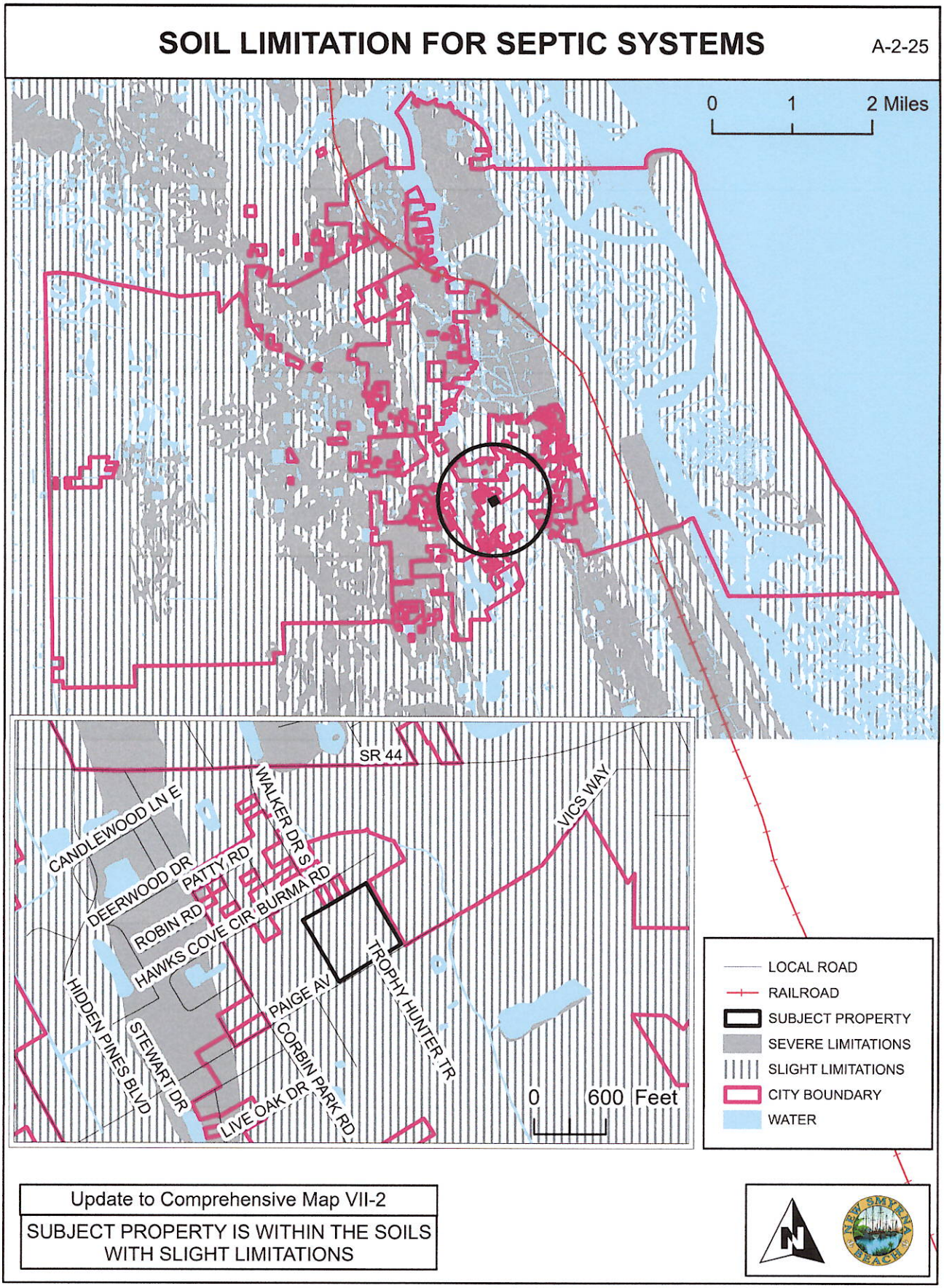

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-2-25
0
1
2 Miles
SR 44
WALKER DR S
CANDLEWOOD LN E
DEERWOOD DR
PATTY RD
ROBIN RD
HAWKS COVE CIR
BURMA RD
VICS WAY
TROPHY HUNTER TR
PAIGE AV
CORBIN PARK RD
HIDDEN PINES BLVD
STEWART DR
LIVE OAK DR
0
600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS
N
NEW SMYRNA BEACH

EXHIBIT "O"

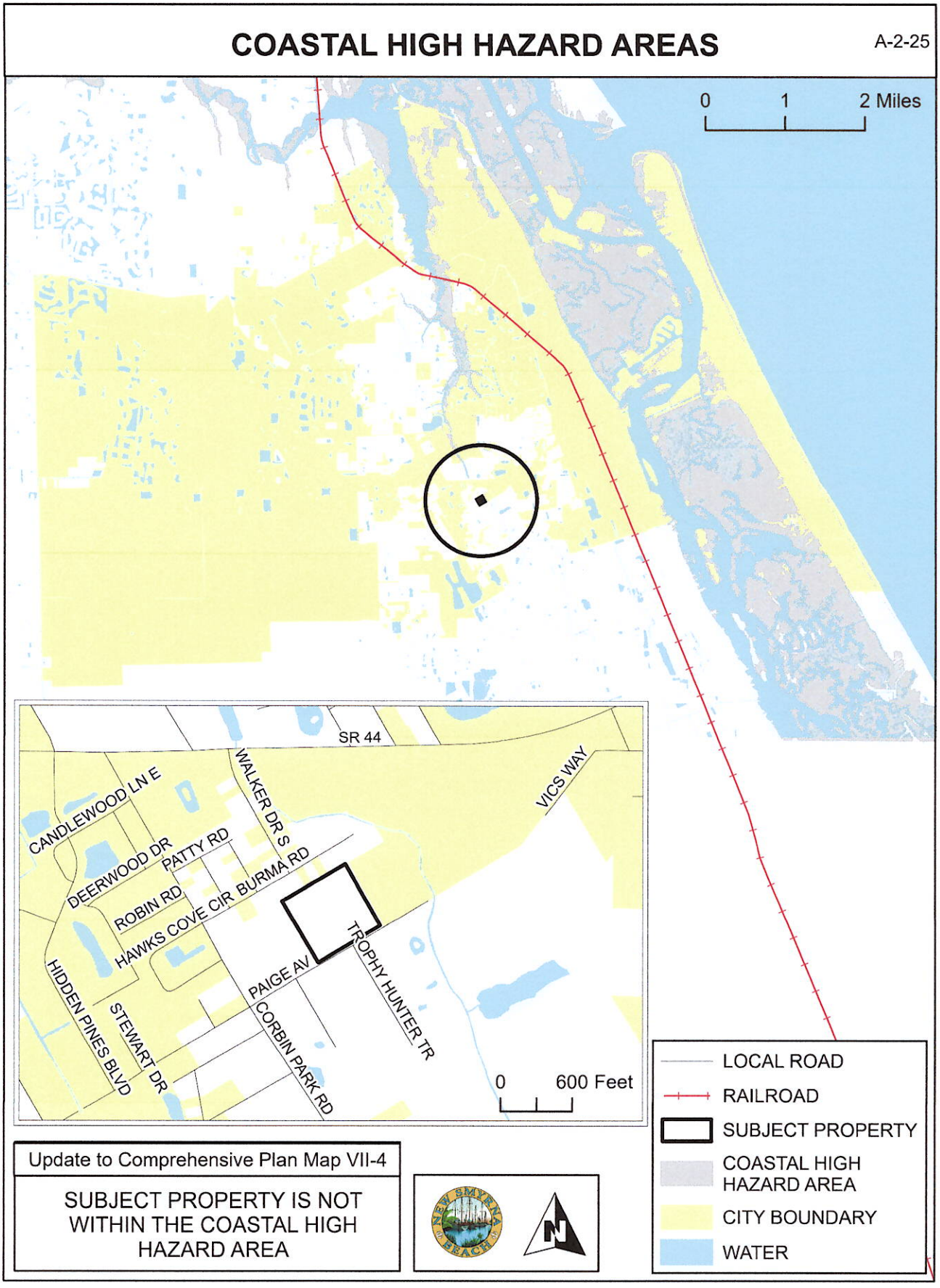
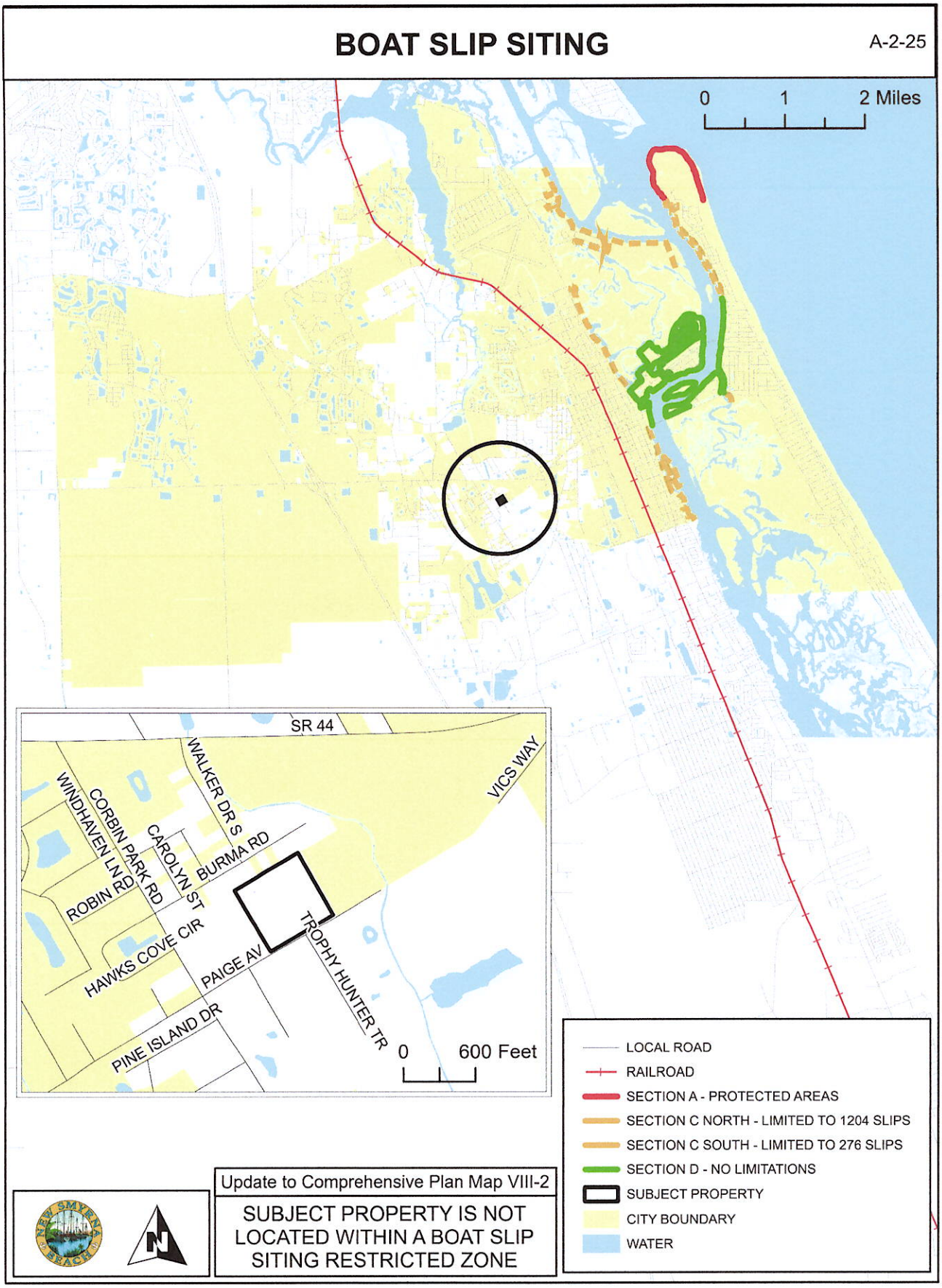

COASTAL HIGH HAZARD AREAS
A-2-25
0 1 2 Miles
SR 44
VICS WAY
WALKER DR S
CANDLEWOOD LN E
DEERWOOD DR
PATTY RD
BURMA RD
ROBIN RD
HAWKS COVE CIR
TROPHY HUNTER TR
PAIGE AV
HIDDEN PINES BLVD
STEWART DR
CORBIN PARK RD
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N

EXHIBIT "P"


BOAT SLIP SITING
A-2-25
0
1
2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
PINE ISLAND DR
0
600 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

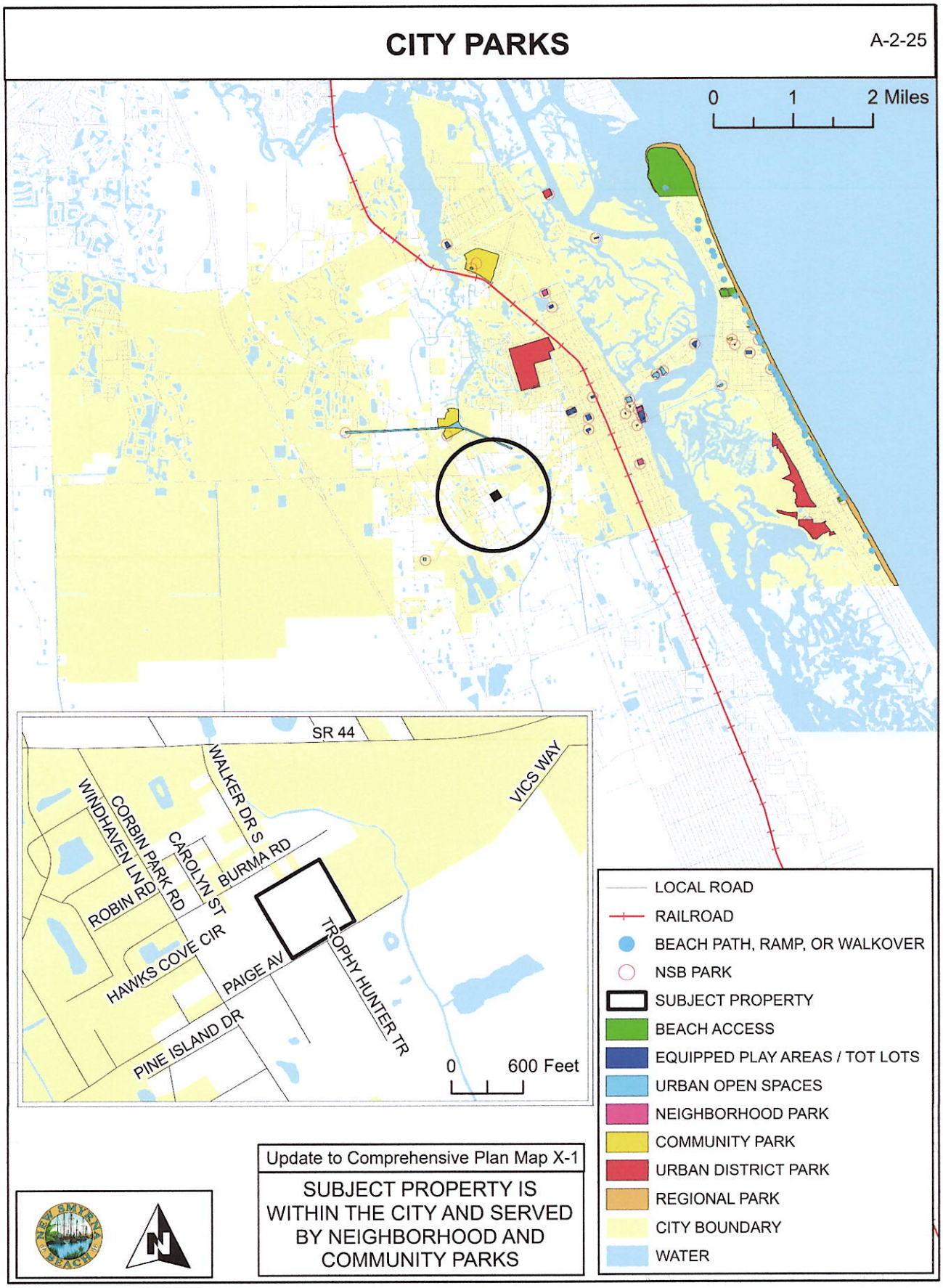
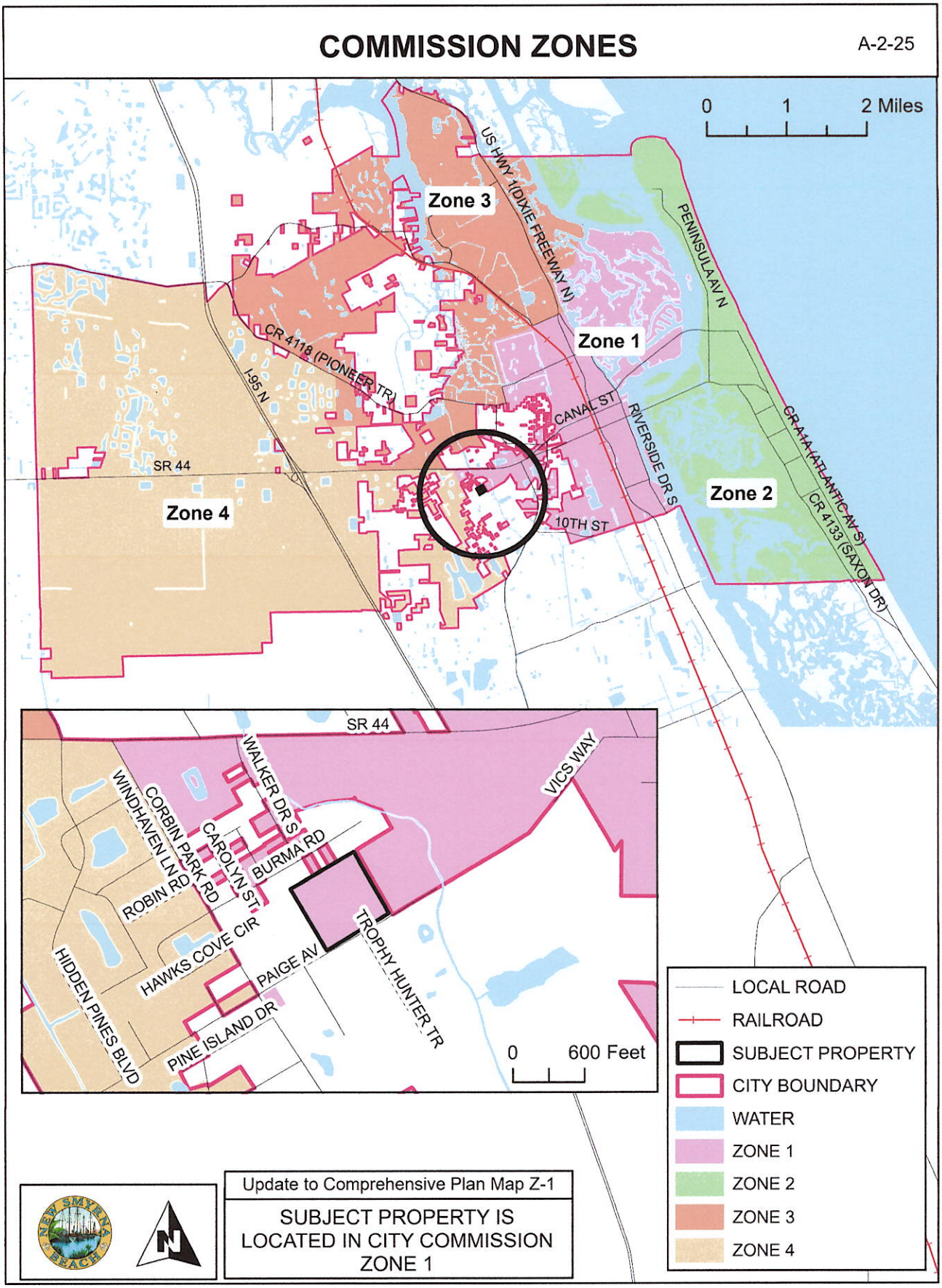

CITY PARKS
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map X-1
SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-2-25
0 1 2 Miles
Zone 1
Zone 2
Zone 3
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR A1A(ATLANTIC AV S)
CR 4133 (SAXON DR)
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

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

ORDINANCE NO. 19-25: CONDUCT A SECOND READING AND PUBLIC HEARING, WHICH IF ADOPTED, WOULD REZONE APPROXIMATELY 9.13 + ACRES OF LAND TO CITY R-2, SINGLE-FAMILY RESIDENTIAL WITH AN "A" ATTACHED FOR AIRPORT HEIGHT NOTIFICATION ZONE FOR PROPERTY LOCATED AT 2061 PAIGE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION.

April 22, 2025

Background:

Applicant and Property Owners: Robert J and Patricia A Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132

Request: Rezoning:

- **From:** Volusia County zoning designation of R-4, Urban Single Family Residential with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 9.13 ± acres
- **Location:** Northside of Paige Avenue, across from Trophy Hunter Trail.

Tax I.D. Number: 7343-06-00-0740

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was

also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County designations. The existing County Future Land Use category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential and R-4A, Urban Single Family Residential. The proposed City Future Land Use category is Medium Density Residential. The proposed City zoning designation is R-2, Single Family Residential. A text description of the proposed City R-2, Single Family Residential zoning, and a map of the proposed changes are attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on March 3, 2025 the planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to **approve** the rezoning to City R-2, Single-Family Residential with an "A" attached for Airport Height Notification Zone. as part of an overall annexation application.

Staff recommends that the City Commission **approve** the requested rezoning to City R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone.

Fiscal Analysis:
N/A

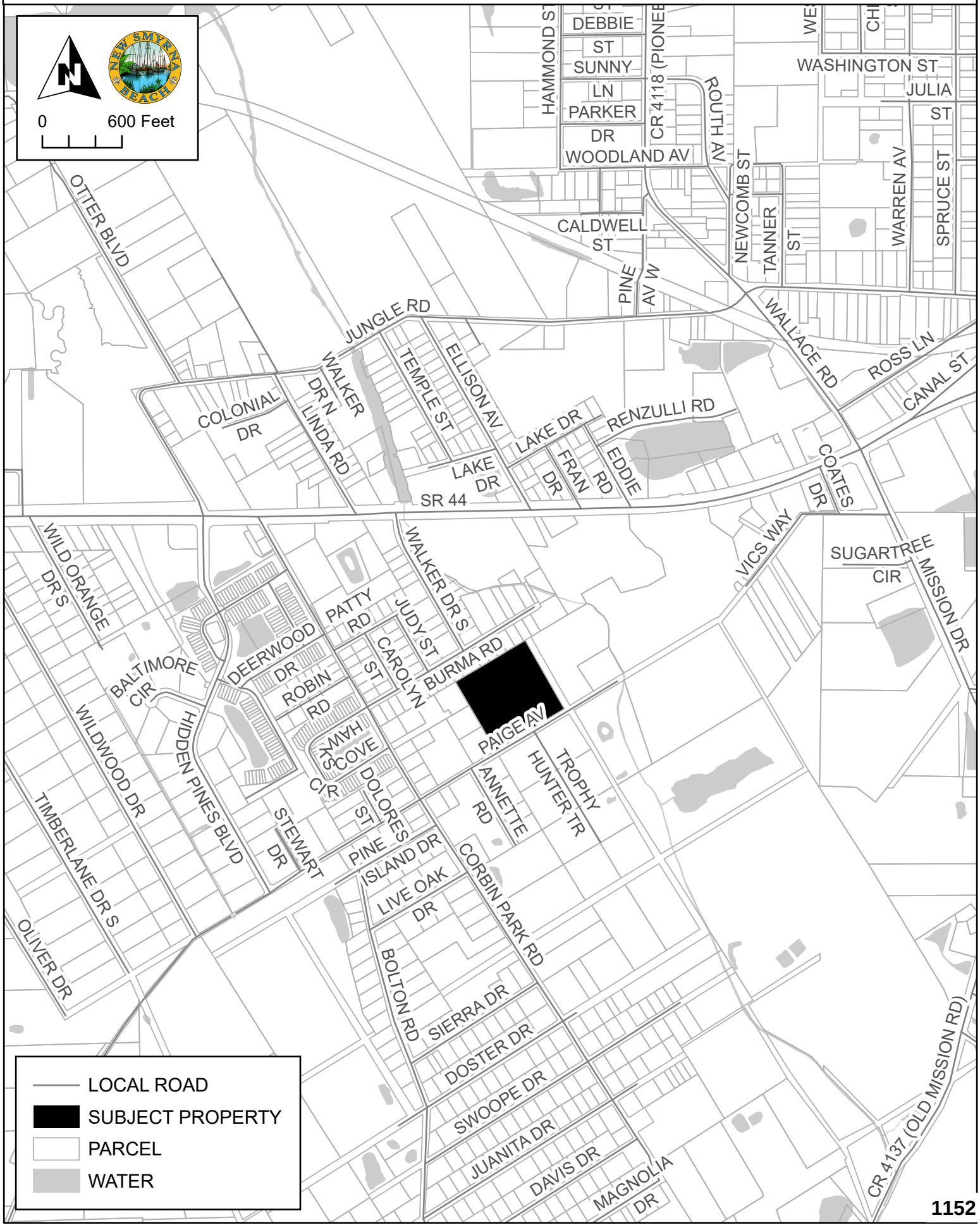
Strategic Plan Item:
Yes

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County R-4 Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City R-2 Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Deed.pdf
Business Impact Estimate - Ord 19-25 2061 Paige Ave.pdf
Ord 19-25 Rezoning 2061 Paige Ave.pdf

A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 LOCATION MAP

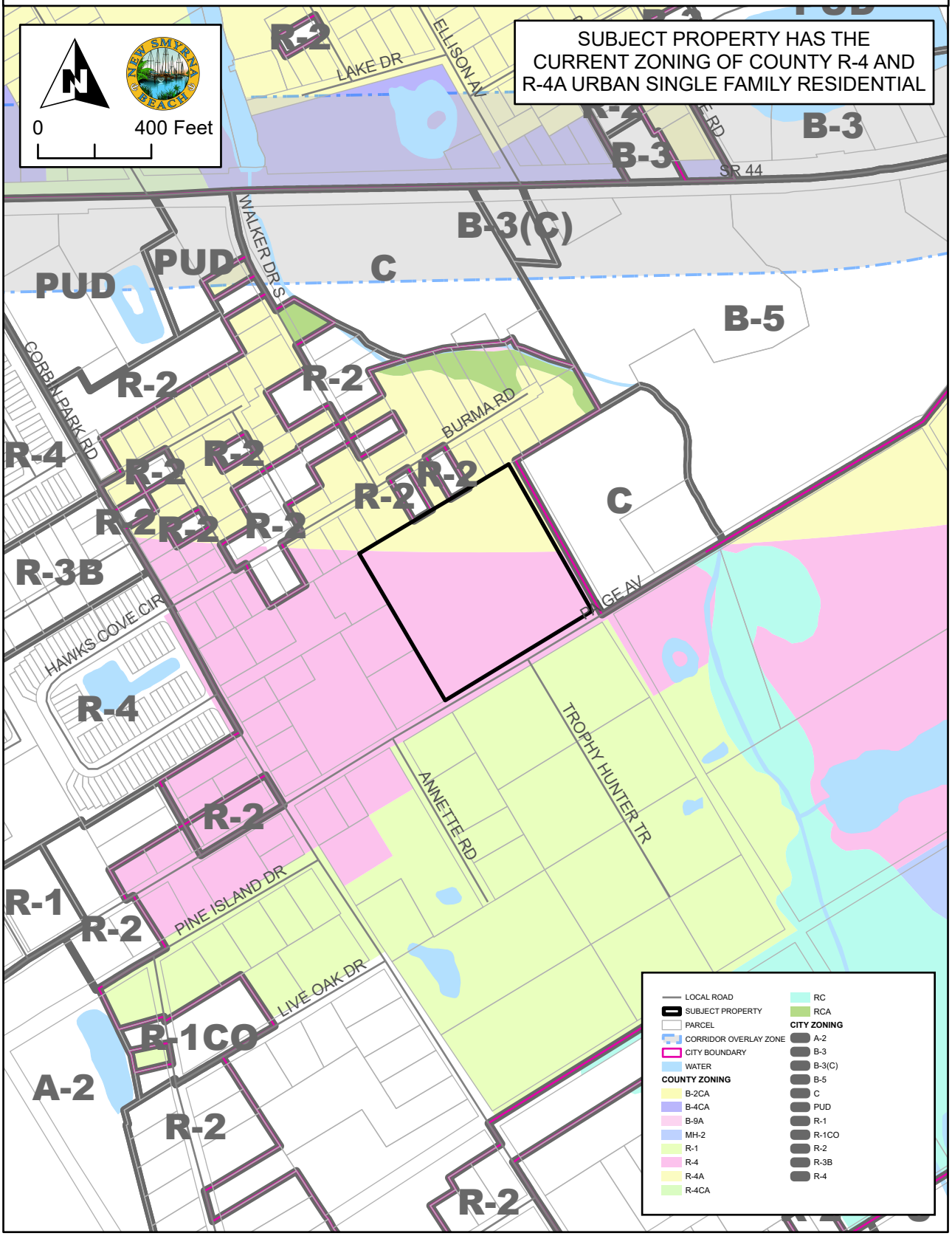


A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 AERIAL MAP



EXISTING ZONING

A-2-25



R-4 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to subsection 72-304).
Communication towers not exceeding 70 feet in height above ground level.
Essential utility services.
Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.
Exempt landfills (refer to subsection 72-293(16)).
Fire stations.
Home occupations, class A (refer to section 72-283).
Houses of worship.
Parks and recreational areas accessory to residential developments.
Public schools.
Publicly owned parks and recreational areas.
Publicly owned or regulated water supply wells.
Single-family standard or manufactured modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).
Cemeteries (refer to subsection 72-293(4)).
Communication towers exceeding 70 feet in height above ground level.
Day care centers (refer to subsection 72-293(6)).
Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).
Excavations only for stormwater retention ponds for which a permit is required by this article.
Garage apartments.
Off-street parking areas (refer to subsection 72-293(14)).
Public uses not listed as a permitted principal use.
Public utility uses and structures (refer to subsection 72-293(1)).
Recreational areas (refer to subsection 72-293(3)).
Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:
Minimum lot size:
Area: 7,500 square feet.
Width: 75 feet.

Minimum yard size:
Front yard: 25 feet.
Rear yard: 20 feet.
Side yard: 20 feet combined, minimum of eight feet on any one side.
Waterfront yard: 25 feet.

Maximum building height: 35 feet.

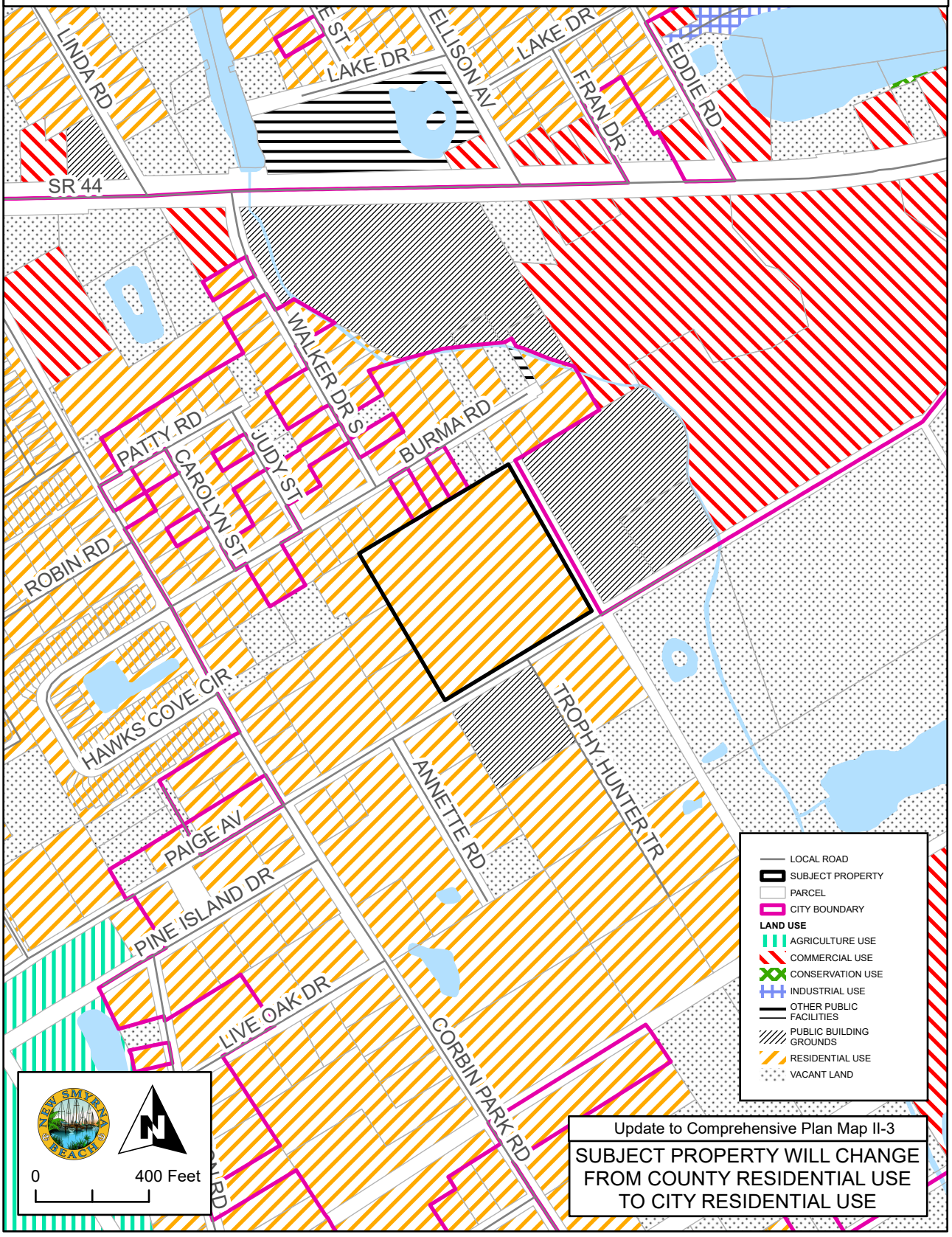
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 850 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

EXISTING LAND USE DESIGNATIONS

A-2-25



R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

Intent:

The R-2 district is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Permitted Uses:

Playfields
Playgrounds
Public Parks
Recreation Buildings and Complexes for exclusive use by residents and guests in a residential development
Single Family Dwelling Units

Permitted Accessory Uses:

Garages
Gazebos
Incidental Uses
Permitted Home Occupations
Storage Sheds
Swimming pools, private, provided a principal structure exists and the pool is located behind the front plane of the principal structure. Corner lots will be considered to have two front planes, one on each street. If a structure is not constructed squarely on a parcel, the swimming pool must be located at or behind the most restrictive front plane of the principal structure. **Ord. #30-10**
Open Front Porches, up to 10 feet into the front yard setback, subject to the following conditions:
Open Front Porch shall not be enclosed in any manner,
Open Front Porch must be open wall construction without screen,
Open Front Porch shall have a similar roofing material as the primary structure,
Open Front Porch front building line shall be measured from the vertical support column. **Ord. #75-16**

Uses customarily associated with the permitted principal uses

Special Exceptions:

Child day care on a house of worship property, subject to the following additional conditions:

1. The house of worship property shall be located on and be accessible by an arterial or collector roadway.

2. Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach six feet in height within two years that is planted a minimum of three feet on center.

3. Play areas shall be located within all applicable setback dimensions.

4. The house of worship property shall have a vehicular drop off and pickup area with a minimum 100 feet of drive lane outside of the public right-of-way, or sufficient parking area to provide enough space to fit the required parking and provided space for drop off and pick up. **Ord. #04-00**

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of this LDR. **[Revised 3/27/00]**

Dimensional Requirements:

Minimum Lot Size:

Area	8,625 square feet
Depth	115 feet
Width	75 feet

Minimum Yard Size:

Front yard	30 feet or as required per Section 504.01(M) of this LDR
Rear yard	7.5 feet
Side yard	7.5 feet

Maximum Building Coverage:

The total area covered with buildings on any lot shall not exceed 40% of the total lot area. **Ord. #78-98**

Screen Enclosures:

As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent (10%) building coverage for only a screen pool enclosure if the following conditions are met:

1. A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and
2. There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Ord. #05-09

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is sixty (60) percent.

Maximum Principal Building Height:

Thirty-five (35) feet.
Three (3) stories.

Minimum Floor Area Requirements:

750 square feet of livable area for one and two-bedroom dwelling units; 1200 square feet of livable area for a three-bedroom dwelling unit; and 1300 square feet livable area for a four-bedroom dwelling unit. **[Revised 7-1-03]**

Corner Lots:

(1) Parcels which front on two streets shall provide a thirty (30) foot front yard on one street frontage and a 15 foot half depth front yard on the other street, or as required per Section 504.01(M) of this LDR.

(2) Parcels fronting on three streets shall provide two thirty (30) foot front yards and a 15 foot half depth front yard on the remaining street or as required per Section 504.01(M) of this LDR. **Ord. #23-00**

Driveway Access

The minimum driveway length shall be 20 feet (excluding portion of a driveway within the public right-of-way). **Ord. #23-00**

Through Lots:

Through lots shall provide a 30-foot front yard on each street, or as required per Section 504.01(M) of this LDR.

Atypical Lots:

Visibility triangles shall be established at the rear corners of an atypical lot. The visibility triangles shall be those areas formed by a line connecting the points 30 feet from the intersection of the side and rear lot line along the side lot line and 30 feet from the intersection of the side and rear lot line along the rear lot line; no principal or accessory

structure having a height over 4 feet, except for incidental uses, shall protrude into the area of a visibility triangle.

Building Projections:

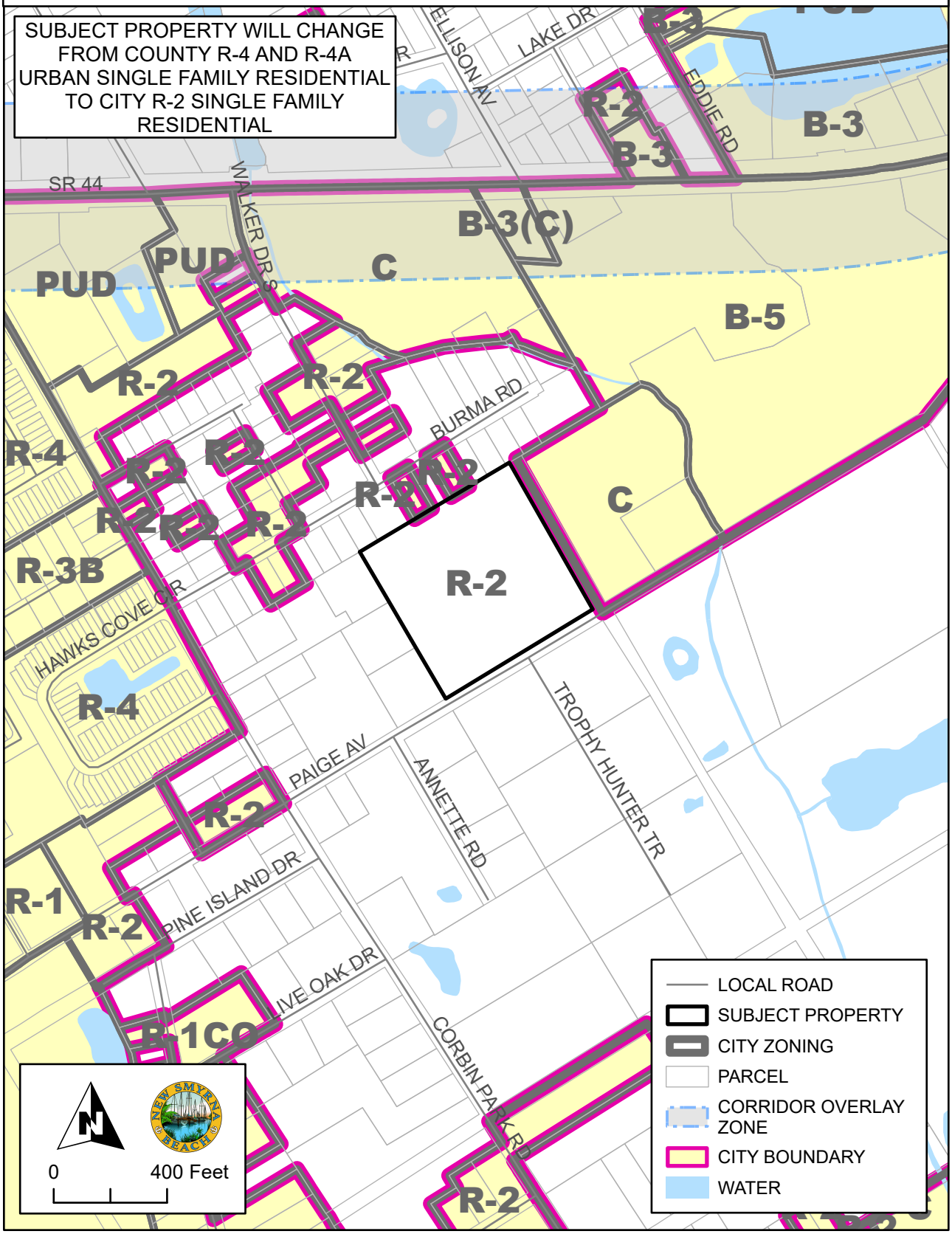
There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

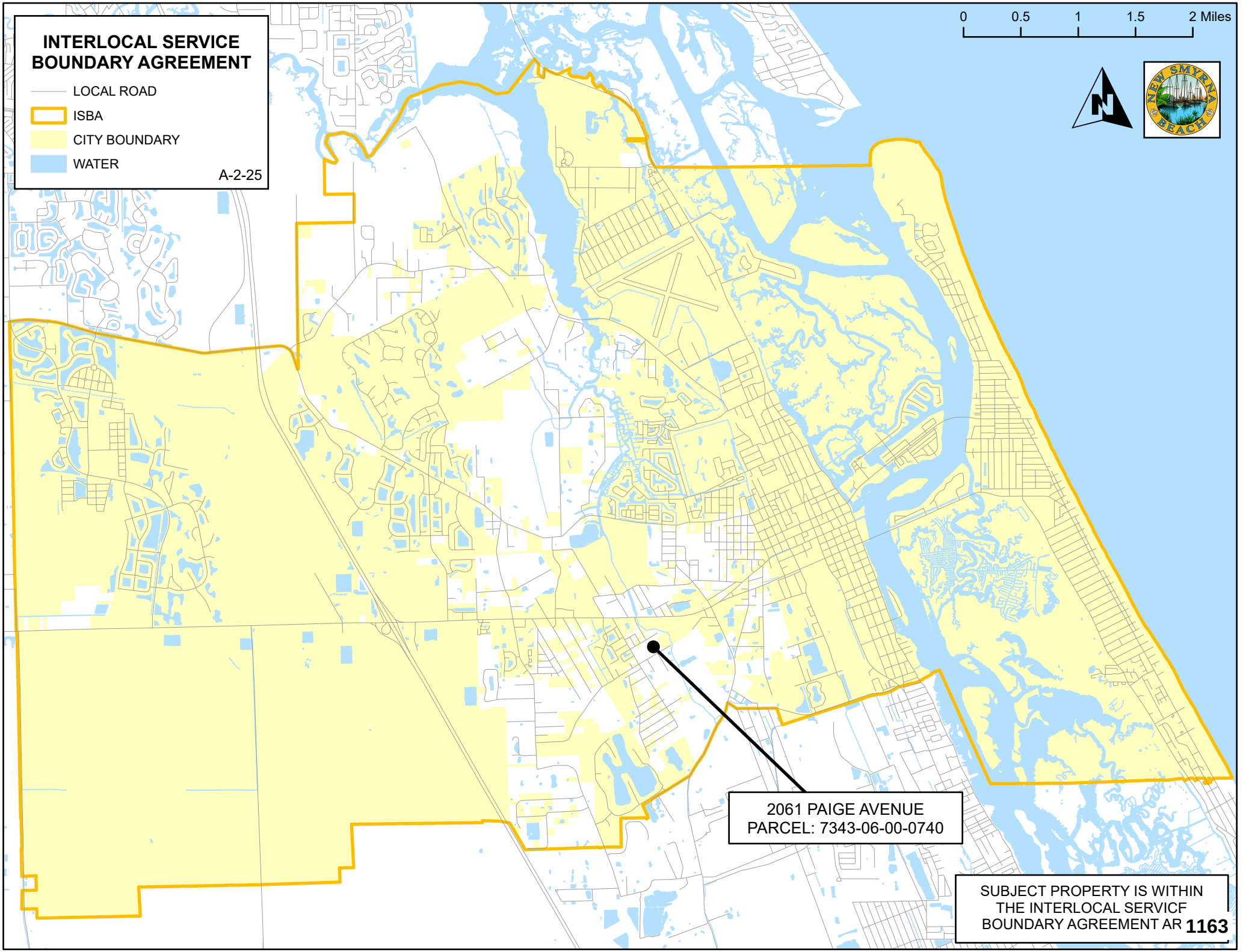
Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

PROPOSED ZONING

A-2-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-2-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1163

LEGAL DESCRIPTION

Address:
2061 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0740

AltKey Number:
3732308

Metes and Bounds by First American Title

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15-foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

2/14/2017 12:20 PM Instrument # 2017030244 # 1 Book: 7360 Page: 3692
Doc Stamps $0.70 Transfer Amt $10.00

Prepared by
Michael Ussery, an employee of
First American Title Insurance Company
12301 Lake Underhill Road, Ste 221
Orlando, Florida 32828
(407)803-5350

Return to: Grantee

File No.: 12666-2331021
Consideration: $

CORRECTIVE WARRANTY DEED

This Corrective Deed is being recorded to correct the legal description in that certain deed recorded in Official Records Book 7321 Page 3140 in the Public Records of Volusia County, Florida.

This indenture made on **this** 9 **day of** Feb., **20**17 A.D., by

Johnna D. Bowlin, a married woman, joined by spouse Freddie Bowlin

whose address is: **2181 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantor", to

Robert J. Malecki and Patricia A. Malecki, husband and wife

whose address is: **2061 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, **Florida**, to-wit:

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements: The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15 foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

Parcel Identification Number: **734306000740**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

GRANTEE HEREIN IS PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR ANY SALES PRICE FOR A PERIOD OF 30 DAYS FROM THE DATE OF THIS DEED. AFTER THIS 30 DAY PERIOD, GRANTEE IS FURTHER PROHIBITED FROM CONVEYING THE PROPERTY FOR A SALES PRICE GREATER THAN 120% OF THE SHORT SALE PRICE UNTIL 90 DAYS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO THE GRANTEE.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2015.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Johnna D. Bowlin

Freddie Bowlin

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Amanda Reynolds

Witness Signature

Print Name: Nancy A. Williams

State of **FL**

County of **Orange**

The Foregoing Instrument Was Acknowledged before me on **this** 9 **day of** FEB, **20**17, by **Johnna D. Bowlin and Freddie Bowlin** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

Sheri Manning

(Printed Name)

My Commission expires: 5/20/2017

SHERI MANNING
Notary Public - State of Florida
My Comm. Expires May 20, 2017
Commission # FF 019348

{Notorial Seal}

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 19-25 Rezoning 2061 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 19-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 9.1± ACRES OF PROPERTY GENERALLY LOCATED EAST OF CORBIN PARK ROAD, NORTH OF PAIGE AVENUE AND TROPHY HUNTER TRAIL, ADDRESSED AS 2061 PAIGE AVENUE, FROM VOLUSIA COUNTY *R-4 A, URBAN SINGLE-FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *R-2, SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert J. and Patricia A. Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132, applicants and property owners, have requested the annexation of 9.1± acres of property generally located east of Corbin Park Road, north of Paige Avenue and Trophy Hunter Trail, addressed as 2061 Paige Avenue, from Volusia County *R-4, Urban Single-Family Residential Airport Overlay* to City *R-2 A, Single Family Residential Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on March 3, 2025, by a vote of 5-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the 9.1± acres of property located on the northside of Paige Avenue, across from Trophy Hunter Trail, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-06-00-0740
2061 Paige Avenue

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15-foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

shall be and the same is hereby rezoned from Volusia *R-4 A, Urban Single-Family Residential Airport Overlay* to City *R-2 A, Single Family Residential Airport Overlay* zoning district.

SECTION 2: *Quasi-Judicial Public Hearing.* It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on April 22, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: *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 4: *Administrative Correction of Scrivener's Errors.* The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: *Severability.* That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: *Effective Date*. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 18-25, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 18-25, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 4/1/2025

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 21-25: CONDUCT A FIRST PUBLIC HEARING OF AN ORDINANCE, IF ADOPTED AT A SECOND PUBLIC HEARING WOULD AMEND LAND DEVELOPMENT REGULATION, SECTION 504.02, TO REMOVE THE *HOMESTEAD* REQUIREMENT FOR WEDDING VENUES AND ADD *FIRE SAFETY* REQUIREMENTS PURSUANT TO AGRITOURISM IN THE A-2, AGRICULTURE ZONING DISTRICT.

April 22, 2025

Background:

Applicant: Colleen Miles, Land Development Resource Group LLC, 140 South Beach Street, Suite 400, Daytona Beach Florida 32114 for Bierworth Ranch, LLC, 1711 Martins Dairy Road, New Smyrna Beach, Florida 32168.

Request: To remove the homestead requirement for a conditional use for a wedding venue in the A-2, Agriculture zoning district and add fire safety requirements pursuant to agritourism.

Exhibits used in this report:

Exhibit A: A-2 Zoning Map

Exhibit B: Proposed Regulation

Exhibit C: Fire Marshal Letter

Findings:

This application is being brought by the owner of Bierworth Ranch, a wedding and event venue at 1711 Martin Dairy Road.

In 2017, the Conditional Use for a Wedding Venue in the A-2 zoning district, and homesteading condition, were proposed through a zoning text amendment by the original property owner who started the Bending Branch Ranch wedding venue and lived onsite. To be homesteaded, a property owner must own and occupy the house as their permanent residence. In this instance, the applicant purchased the business but resides in Port Orange.

The LDR defines a conditional use as “a use permitted in a particular zoning district when it is shown that such use in a specified location will comply with all the conditions and standards for the location or operation of the use as specified in the zoning ordinance and authorized by the approving authority.

Wedding venues are permitted as conditional uses in the A-2, meaning if specific conditions are met, the use is thus permissible.

The current conditions include:

(1) Applicants shall be limited to homestead resident(s) living on the premises.

(2) The property shall be at least 5 acres in size.

(3) Overnight stays or camping activities shall be prohibited.

(4) The hours of operation will be limited to the following periods:

(a) Thursday from 12:00 p.m. to 10:00 p.m.

(b) Friday and Saturday from 4:00 p.m. to Midnight.

(c) Sunday from 2:00 p.m. to 8:00 p.m.

(5) All artificial lights shall be directed away from adjoining properties.

(6) Applicant shall submit a parking plan showing the location of all off-street parking spaces, including information regarding the materials used for the parking spaces and whether any additional landscaping will be installed. The parking plan shall be reviewed and approved by planning and engineering staff.

(7) Venues that provide 25 or fewer parking spaces shall require Major Class I site plan approval. If the number of proposed parking spaces exceeds 25, Class II site plan approval shall be required.

The applicant has proposed to remove the condition that a property must be homesteaded, and residents must live on the premises. The applicant, after meeting with the City Fire Marshall, would also add language for fire safety requirements pursuant to agritourism.

If the text amendment is approved, homesteading will no longer be required, additional fire safety requirements would be added, and all the other conditions will still apply.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to the City Commission, to **approve** the proposed changes to the Land Development Regulation, removing the homesteading condition and add fire safety condition to operate a wedding venue as a conditional use in the A-2 zoning district.

The Planning Department recommends the City Commission, to **approve** the proposed changes to the Land Development Regulation, removing the homesteading condition and add fire safety condition to operate a wedding venue as a conditional use in the A-2 zoning district.

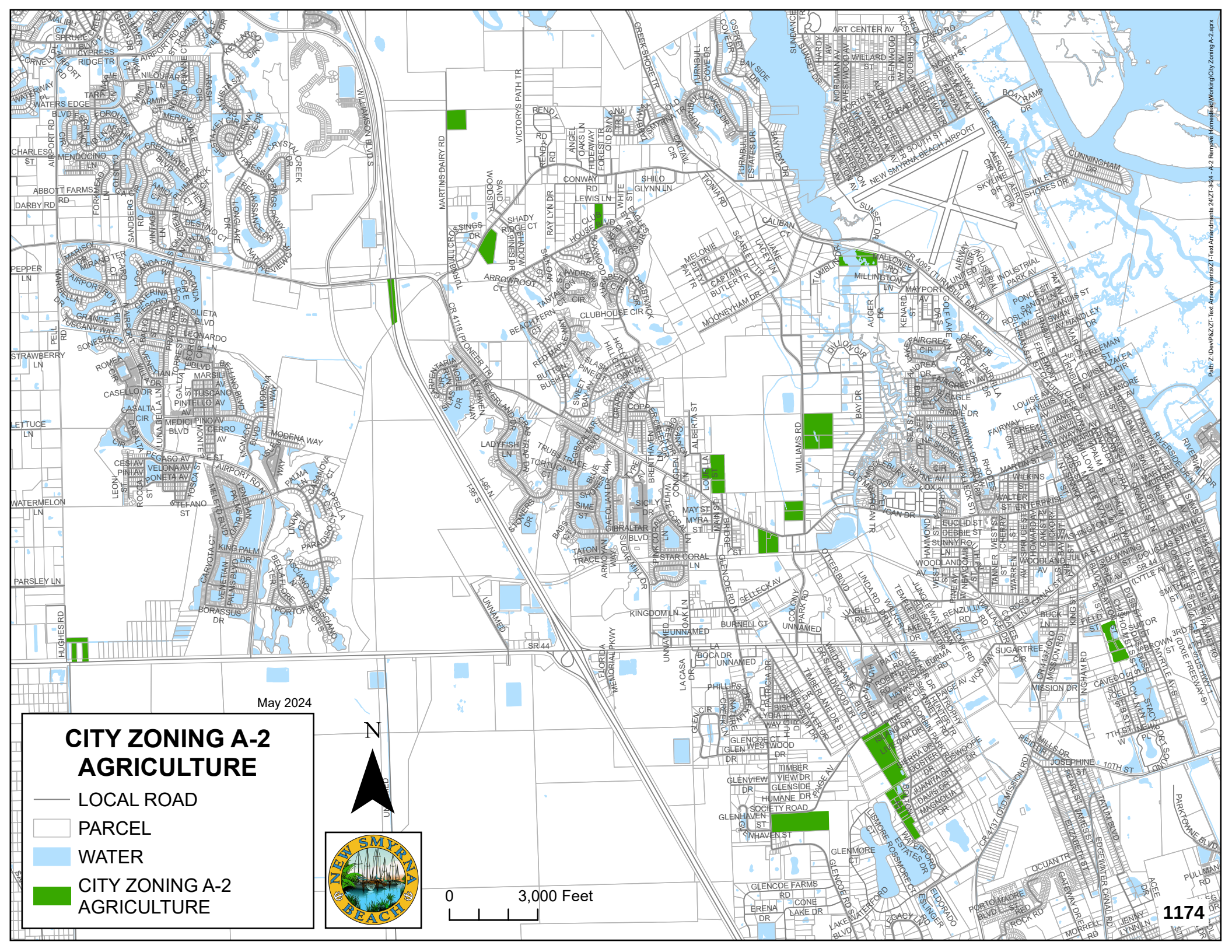
Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Stephanie Doster

Attachments:

Exhibit A A-2 Zoning Map.pdf
Exhibit B Proposed Amendment.pdf
Exhibit C Fire Marshal Letter.pdf
Business Impact Estimate - Ord 21-25 LDR Amendment A2 Wedding Venues.pdf
Ord 21-25 LDR Amendment A-2 Wedding Venues.pdf


May 2024
CITY ZONING A-2
AGRICULTURE
LOCAL ROAD
PARCEL
WATER
CITY ZONING A-2
AGRICULTURE
N
0
3,000 Feet
1174

504.00. District regulations and requirements.

…

504.02. Specific regulations by district. The regulations for each zoning district are set forth in the following schedule. No lot shall be developed except to conform to the respective district requirements unless a variance has been granted in conformance with this LDR.

…

A-2, AGRICULTURE DISTRICT

Intent. The purpose and intent of the A-2, Agriculture District, is to preserve and protect rural areas of the city that have some agricultural value, but which are also suitable for rural single-family living.

Permitted principal uses and structures. In the A-2, Agriculture District, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries

Essential utility service

Fire stations

Fish, hunting, or nonprofit organization camps

Hobby breeder

Home occupation

Open agricultural uses such as field crops, tree crops, fern crops, grazing land, grass land, and pastures

Parks and recreation areas

Pisciculture

Public uses not listed as a permitted principal use

Public utility uses and structures

Single family standard or manufactured dwelling

Riding stables (minimum parcel size requirement of five acres)

Wormraising

Permitted accessory uses.

Fruit and vegetable stands

Garages

Gazebos

Incidental uses

Nonresidential agricultural buildings and recreation facilities related to the permitted use

Storage sheds

Conditional uses:

Wedding venues subject to the following conditions:

~~(1) Applicants shall be limited to homestead resident(s) living on the premises.~~

(~~2~~1) The property shall be at least five (5) acres in size.

(~~3~~2) Overnight stays or camping activities shall be prohibited.

(~~4~~3) The hours of operation will be limited to the following periods:

(a) Thursday from 12:00 p.m. to 10:00 p.m.

(b) Friday and Saturday from 4:00 p.m. to Midnight.

(c) Sunday from 2:00 p.m. to 8:00 p.m.

(~~5~~4) All artificial lights shall be directed away from adjoining properties.

(~~6~~5) Applicant shall submit a parking plan showing the location of all off-street parking spaces, including information regarding the materials used for the parking spaces and whether any additional landscaping will be installed. The parking plan shall be reviewed and approved by planning and engineering staff.

(~~7~~6) Venues that provide 25 or fewer parking spaces shall require Major Class I site plan approval. If the number of proposed parking spaces exceeds 25, Class II site plan approval shall be required.

(7) Must meet Florida Fire Prevention Code, unless determined by the Fire Marshal to be exempt from the fire code by Florida Administrative Code 69A-67. As amended.

New Smyrna Beach Fire Department

Office of the Fire Marshal

1400 State Route 44, New Smyrna Beach, FL. 32168

www.cityofnsb.com

(386) 402-7631

February 17, 2025

Ms. Stephanie Doster
Planning Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Ms. Doster,

This letter is to approve the proposed zoning text amendment to remove the requirement that a wedding venue be a "Homestead" property. I support this text amendment, but with the condition that any wedding venue must meet the requirements of the Florida Fire Prevention Code, unless determined by the Fire Marshal to be exempt from the fire code by Florida Administrative Code 69A-67. (See attached)

Respectfully,

Steven R. Lane, MS, CFPS, FM
Fire Marshal

CHAPTER 69A-67
FIRESAFETY STANDARDS FOR NONRESIDENTIAL FARM BUILDINGS

69A-67.001 Administration and General Requirements
69A-67.002 Scope
69A-67.003 Definitions
69A-67.004 Classes of Farm Buildings; Inspection Requirements
69A-67.005 Requirements for Class 1 Nonresidential Farm Buildings
69A-67.006 Requirements for Class 2 Nonresidential Farm Buildings
69A-67.007 Requirements for Class 3 Farm Buildings

69A-67.001 Administration and General Requirements.

(1) The Division of State Fire Marshal hereby adopts fire safety rules for use by local fire officials when conducting the inspection of a new or existing structure located on a farm, as defined in paragraph 823.14(3)(a), F.S., that is used by the owner only for "agritourism activity" as defined in section 570.86, F.S.

(2) Buildings outlined in paragraph 633.202(16)(b), F.S., are exempt from this rule.

(3) Where a special amusement building is installed inside a nonresidential farm building regardless of occupant load, it shall meet the requirements as a special amusement assembly occupancy in the Florida Fire Prevention Code, as adopted in rule chapter 69A-60, F.A.C.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.002 Scope.

(1) This rule chapter establishes requirements and alternative fire safety provisions to provide a reasonable degree of safety from fire in new, renovated, and existing nonresidential farm buildings used for agritourism activities.

(2) This rule chapter includes procedures for the evaluation, classification, and inspection of nonresidential farm buildings used for agritourism activities.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.003 Definitions.

As used in this rule chapter, the following definitions apply:

(1) Activity: One specific function or event lasting no longer than 72 consecutive hours.

(2) Contents and furnishings: Any movable objects in a building that are normally secured or otherwise put in place for functional reasons, excluding:

(a) Parts of the internal structure of the building; and,

(b) Any items meeting the definition of interior finish.

(3) Guard: A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

(4) Handrail: A horizontal or sloping rail intended for grasping by the hand for guidance or support.

(5) Interior finish: The exposed surfaces of walls, ceilings, and floors within buildings. Interior finish is not intended to apply to surfaces within spaces such as those that are concealed or inaccessible. Furnishings that, in some cases, might be secured in place for functional reasons should not be considered as interior finish.

(6) Means of Egress: A continuous and unobstructed way of travel from any point in a building or structure to a public way consisting of three separate and distinct parts: (1) the exit access, (2) the exit, and (3) the exit discharge. A means of egress comprises the vertical and horizontal travel and includes the intervening room spaces, doorways, hallways, corridors, passageways, balconies, ramps, stairs, elevators, enclosures, lobbies, escalators, horizontal exits, courts, and yard.

(7) Occupant load: The total number of persons that might occupy a building or portion thereof at any one time. The occupant load shall be calculated at 7 net square feet per person without tables and chairs or at 15 net square feet per person when tables and chairs are used. The occupant load may be less than the calculated load when agreed upon by the owner and the Authority Having

Jurisdiction (AHJ) and when posted on an approved sign.

(8) Proximate audience: An audience closer to pyrotechnic devices than permitted by NFPA 1123, Code for Fireworks Display, as adopted in rule 69A-60.005, F.A.C.

(9) Special amusement building: A building that is temporary, permanent, or mobile and contains a device or system that conveys passengers or provides a walkway along, around, or over a course in any direction as a form of amusement arranged so that the egress path is not readily apparent due to visual or audio distractions or an intentionally confounded egress path, or is not readily available due to the mode of conveyance through the building or structure.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.004 Classes of Farm Buildings; Inspection Requirements.

(1) The owner of an existing nonresidential farm building that proposes to use such building as a Class 1, 2, or 3 building for agritourism activities shall notify the AHJ prior to the use of such facility.

(2) In order to determine the classification of a farm building and whether the building meets the requirements outlined for that classification, the AHJ shall conduct an initial and annual inspection of only the farm building for which classification is being sought annually or if the building's classification changes.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.005 Requirements for Class 1 Nonresidential Farm Buildings.

The following requirements apply to a nonresidential farm building that is classified by the AHJ as a Class 1 nonresidential farm building:

(1) Up to 100 persons occupy the building during each agritourism activity; however, the occupant load may be posted at less than calculated when agreed upon by the owner and the AHJ.

(2) Used 12 times per year or less for agritourism activities;

(3) It must have at least 2 unobstructed means of egress of at least 36 inches in width and 80 inches in height;

(4) Large barn style doors may be used as an exit if left open during the agritourism activity;

(5) The building must have at least 7 net square feet of floor space per person in attendance if the building is not concentrated with chairs, tables, or other obstacles and 15 net square feet of floor space per person in attendance if the building is concentrated with chairs, tables, or other obstacles;

(6) Combustible liquids/gases, explosives/blasting agents, flammable liquids/gases, or hazardous materials must not be stored inside the building during the agritourism activity;

(7) Pyrotechnics must not be used inside the building during the agritourism activity;

(8) The use of open flames shall be in a manner compliant with the most current edition of the Florida Fire Prevention Code, as adopted in rule chapter 69A-60, F.A.C.;

(9) Interior finish shall meet the requirements outlined in subsection 69A-67.006(5), F.A.C.;

(10) Only Portable cooking equipment for warming of food that is not flue-connected shall be permitted if the equipment is fueled by small heat sources that can be readily extinguished by water, such as candles or alcohol-burning equipment including solid alcohol, provided that precautions are taken to prevent ignition of any combustible materials; and,

(11) The building cannot be used for lodging purposes.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.006 Requirements for Class 2 Nonresidential Farm Buildings.

The following requirements apply to a nonresidential farm building that is classified by the AHJ as a Class 2 nonresidential farm building:

(1) No agritourism activity has more than 300 persons occupying the building; however, the occupant load may be posted at less than calculated when agreed upon by the owner and the AHJ.

(2) Egress:

(a) Any door in a required means of egress from an area having an occupant load of 100 or more persons shall be permitted to

have a latch or lock only if the latch or lock is panic hardware or other latching device.

(b) Large barn style doors may be used as an exit if left open during the agritourism activity.

(c) No turnstiles or other devices that restrict the movement of persons shall be installed in such a manner as to interfere with required means of egress.

(d) Each level of a building shall have access to the main entrance/exit and shall have at least one additional exit.

(e) Additional exits shall be located as far apart as practicable and as far from the main entrance/exit as practicable.

(f) In buildings where there is no well-defined main entrance/exit, exits shall be permitted to be distributed around the perimeter of the building, provided that the total exit width furnishes not less than 125 percent of the width required to accommodate the permitted occupant load.

(g) Each building shall have at least two separate means of egress.

(h) Balconies, lofts, or mezzanines having an occupant load not exceeding 50 may be served by a single means of egress, and such means of egress shall be permitted to lead to the floor below.

(i) Balconies, lofts, or mezzanines having an occupant load exceeding 50 shall have not less than two remote means of egress, but both such means of egress shall be permitted to lead to the floor below.

(j) Exits shall be arranged so that the total length of travel from any point to reach an exit shall not exceed 200 feet.

(k) A common path of travel shall be permitted for the first 20 feet from any point where the common path serves any number of occupants, and for the first 75 feet from any point where the common path serves not more than 50 occupants.

(l) The width of aisles serving seating at tables shall be not less than 44 inches when serving an occupant load exceeding 50, and 36 inches when serving an occupant load of 50 or fewer.

(m) Where non-fixed seating is located between a table and an aisle, the measurement of required clear width of the aisle shall be made to a line 19 inches, measured perpendicularly to the edge of the table, away from the edge of said table.

(n) Means of egress shall be illuminated in facilities used during non-daylight hours.

(o) Means of egress shall be marked with a sign.

(p) Guards and handrails shall be required.

(q) Rooms containing high-pressure boilers, refrigerating machinery other than the domestic refrigerator type, large transformers, or other service equipment subject to explosion shall:

1. Not be located directly under or abutting required exits; and,

2. Be separated from other parts of the building by fire barriers that have a minimum 1-hour fire resistance rating in accordance with Florida Fire Prevention Code 101: Section 8.3, as adopted in rule chapter 69A-60, F.A.C., or shall be protected by automatic extinguishing systems in accordance with Florida Fire Prevention Code 101: Section 8.7, as adopted in rule chapter 69A-60, F.A.C.

(r) Unsecured Seating. Seats not secured to the floor shall be permitted where fastening seats to the floor might be impracticable.

1. Unsecured seats shall be permitted, provided that, in the area used for seating, excluding such areas as dance floors and stages, there is no more than one seat for each 15 square feet of net floor area and aisles to reach exits are maintained at all times.

2. A seating diagram shall be submitted for approval by the AHJ to permit an increase in occupant load.

3. Festival Seating. A form of audience/spectator accommodation in which no seating, other than a floor or finished ground level, is provided for the audience/spectators gathered to observe a performance shall be prohibited within a building except when the assembly occupancy load is 250 or less.

(s) Means of Egress Inspection. Prior to each opening of the building to the public, the building owner or agent shall inspect the means of egress to ensure it is free of obstructions and correct any deficiencies found.

(3) Storage. The following items shall be prohibited to be in the building or within 10 feet of the building during agritourism activities:

(a) Compressed flammable gases;

(b) Flammable or combustible liquids;

(c) Hazardous chemicals or materials; and,

(d) Blasting agents and explosives.

(4) Open Flame Devices and Pyrotechnics. No open flame devices or pyrotechnic devices shall be used, unless one of the following applies:

(a) Pyrotechnic special effect devices shall be permitted to be used on stages before proximate audiences for ceremonial or religious purposes, as part of a demonstration in exhibits, or as part of a performance, provided that both of the following criteria are met:

1. Precautions are taken to prevent ignition of any combustible material; and,

2. Use of the pyrotechnic device complies with Florida Fire Prevention Code 1: Section 65.3, as adopted in rule chapter 69A-60, F.A.C.

(b) Flame effects before an audience shall be permitted in accordance with Florida Fire Prevention Code 1: Section 65.4, as adopted in rule chapter 69A-60, F.A.C.

(c) Open flame devices shall be permitted to be used in the following situations, provided that precautions are taken to prevent ignition of any combustible material or injury to occupants:

1. Securely supported altar candles that are well separated from any combustible materials;

2. As part of a performance and used on stage or platform; and,

3. Candles on tables that are securely supported on substantial noncombustible bases with candle flame protected.

(5) Interior finish, contents, and furnishings. Interior wall and ceiling finish shall have a flame spread index meeting the provisions of Chapter 10 of NFPA 101 of the Florida Fire Prevention Code, as adopted in rule chapter 69A-60, F.A.C.

(a) The required flame spread index or smoke developed index shall be permitted to be secured by applying approved fire-retardant coatings to surfaces having higher flame spread index values. Such treatments shall be tested or shall be listed and labeled for application to the material to the coating is applied, and shall comply with the requirements of NFPA 703, *Standard for Fire Retardant – Treated Wood and Fire-Retardant Coatings for Building Materials*, as adopted in rule 69A-60.005, F.A.C.

(b) Fire-retardant coatings must be applied to surfaces properly prepared for the material and application needs to be consistent with the product listing.

(c) Combustible vegetation or scenery, including cloth and film:

1. Combustible vegetation or scenery shall not obstruct corridors, exit ways, or other means of egress;

2. Only electrical lights and wiring listed by a Nationally Recognized Testing Laboratory shall be used on natural or artificial combustible vegetation, scenery, or other similar decorations;

3. Open flames, such as from candles, lanterns, kerosene heaters, and gas-fired heaters shall not be located on or near combustible vegetation or scenery;

4. Combustible vegetation or scenery shall not be located near heating vents or other fixed or portable heating devices that could cause it to dry out prematurely or to be ignited;

5. Flame-Retardant Requirements:

a. Combustible scenery of cloth, film, vegetation (dry), and similar materials may be treated with a fire retardant and shall comply with one of the following:

(I) The scenery shall meet the flame propagation performance criteria contained in NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films*, as adopted in rule 69A-60.005, F.A.C., or

(II) The scenery shall exhibit a heat release rate not exceeding 100 kW when tested in accordance with NFPA 289, *Standard Method of Fire Test for Individual Fuel Packages*, as adopted in rule 69A-60.005, F.A.C., using the 20 kW ignition source.

6. Foamed plastics (as defined in Florida Fire Prevention Code 101) shall be permitted for use if plastics exhibit a heat release rate not exceeding 100 kW when tested in accordance with NFPA 289, *Standard Method of Fire Test for Individual Fuel Packages*, as adopted in rule 69A-60.005, F.A.C., using the 20 kW ignition source.

7. Such fire retardants shall be demonstrated by each individual decorative vegetation item, including any decorative lighting, in an approved manner.

(6) Special Provisions for Food Service Operations. All devices used in connection with the preparation of food shall be installed and operated in a manner that avoids hazard to the safety of occupants.

(a) All devices in connection with the preparation of food shall be of an approved type and shall be installed in an approved manner.

(b) Cooking equipment shall be protected in accordance with the Florida Fire Prevention Code 101: 9.2.3, as adopted in Rule chapter 69A-60, F.A.C., unless the cooking equipment is one of the following types:

1. Outdoor equipment used outdoors;

2. Portable equipment not flue-connected, or

3. Equipment used only for food warming.

(c) Portable cooking equipment that is not flue-connected shall be permitted only as follows:

1. Equipment fueled by small heat sources that can be readily extinguished by water, such as candles or alcohol-burning equipment, including solid alcohol, shall be permitted to be used, provided that precautions are taken to prevent ignition of any combustible materials.

2. Listed and approved LP-Gas commercial food service appliances shall be permitted to be used where in accordance with the Florida Fire Prevention Code 1: Chapter 69.

(d) Portable butane-fueled appliances where fueled by not more than two 10 ounces LP-Gas capacity, non-refillable butane containers that have a water capacity not exceeding 1.08 pounds per container may be used. The containers are required to be directly connected to the appliance, and manifolding of containers is not permitted.

(7) The use of the building for lodging purposes is not permitted.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.007 Requirements for Class 3 Farm Buildings.

A structure that is classified by the AHJ as a Class 3 structure shall meet all the applicable requirements of the current edition of the Florida Fire Prevention Code, as adopted in rule chapter 69A-60, F.A.C.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 21-25 Revising Conditions for Wedding Venues in the A2 Zoning district.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Revising Conditions for Wedding Venues in the A2 Zoning district.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

ORDINANCE NO. 21-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE V, ZONING DISTRICTS, SECTION 504.02, SPECIFIC REGULATIONS BY DISTRICT, TO REVISE THE CONDITIONS FOR WEDDING VENUES IN THE A-2, AGRICULTURE ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Colleen Miles, Land Development Resource Group LLC, 140 South Beach Street, Suite 400, Daytona Beach, Florida 32114, applicant on behalf of Bierworth Ranch, LLC, 1711 Martins Dairy Road, New Smyrna Beach, Florida 32168, property owner, has requested administrative text amendments to the Land Development Regulations Article V, Zoning Districts, Section 504.02, to remove the homestead requirement for wedding venues and to add fire safety requirements in the A-2, Agriculture, zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the text amendments; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, Section 504.02 Specific regulations by district, A-2 Agriculture District is hereby amended to strike the following language: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

504.00. District regulations and requirements.

...

504.02. Specific regulations by district. The regulations for each zoning district are set forth in the following schedule. No lot shall be developed except to conform to the respective district requirements unless a variance has been granted in conformance with this LDR.

...

A-2, AGRICULTURE DISTRICT

Intent. The purpose and intent of the A-2, Agriculture District, is to preserve and protect rural areas of the city that have some agricultural value, but which are also suitable for rural single-family living.

Permitted principal uses and structures. In the A-2, Agriculture District, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries

Essential utility service

Fire stations

Fish, hunting, or nonprofit organization camps

Hobby breeder

Home occupation

Open agricultural uses such as field crops, tree crops, fern crops, grazing land, grass land, and pastures

Parks and recreation areas

Pisciculture

Public uses not listed as a permitted principal use

Public utility uses and structures

Single family standard or manufactured dwelling

Riding stables (minimum parcel size requirement of five acres)

Wormraising

Permitted accessory uses.

Fruit and vegetable stands

Garages

Gazebos

Incidental uses

Nonresidential agricultural buildings and recreation facilities related to the permitted use

Storage sheds

Conditional uses:

Wedding venues subject to the following conditions:

~~(1) Applicants shall be limited to homestead resident(s) living on the premises.~~

(~~2~~1) The property shall be at least 5 acres in size.

(~~3~~2) Overnight stays or camping activities shall be prohibited.

(~~4~~3) The hours of operation will be limited to the following periods:

(a) Thursday from 12:00 p.m. to 10:00 p.m.

(b) Friday and Saturday from 4:00 p.m. to Midnight.

(c) Sunday from 2:00 p.m. to 8:00 p.m.

(~~5~~4) All artificial lights shall be directed away from adjoining properties.

(~~6~~5) Applicant shall submit a parking plan showing the location of all off-street parking spaces, including information regarding the materials used for the parking spaces and whether any additional landscaping will be installed. The parking plan shall be reviewed and approved by planning and engineering staff.

(~~7~~6) Venues that provide 25 or fewer parking spaces shall require Major Class I site plan approval. If the number of proposed parking spaces exceeds 25, Class II site plan approval shall be required.

(7) Must meet Florida Fire Prevention Code, unless determined by the Fire Marshal to be exempt from the fire code by Florida Administrative Code 69A-67. As amended.

...

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on May 13, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 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:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/15/2025

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

ORDINANCE NO. 20-25: CONDUCT THE FIRST READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO WAL-ROSE INC.

April 22, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(6), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits." Attached is Wal-Rose Inc's Non-Exclusive Franchise Ordinance application form and applicable attachments. Wal-Rose Inc meets all the requirements and staff is proposing that such a franchise agreement be issued to Wal-Rose Inc.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required under SB 170 because this ordinance relates to procurement of collection and disposal of construction and demolition debris services.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

Wall Rose Inc -Non-Exclusive Franchise Ordinance application.pdf
Business Impact Estimate - Ord 20-25 Non-Exclusive Franchise - Wal-Rose, Inc.pdf
Ord 20-25 Non Exclusive Franchise - Wal-Rose, Inc.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 4-4-2025

Applicant Name: Chris Sheets

Business Name: Wal-Rose, Inc.

Address: P.O. Box 728

Sanford, FL 32772

Telephone: 407/328-9999 **Fax:** 407/328-4229 **E-Mail:** chris@wal-rose.com

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): Samsula Landfill

2. **Attach copy of City Occupational License (for your business location)**

3. **Attach copy of Current Insurance Certificate**
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: Amerisure Insurance Company

Address:

Policy Number: GL21259680001

Applicant's Signature:

Applicant's printed name: Chris Sheets

Applicant's Title: Field Operations Manager

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

WAL-ROSE INC
2150 MARQUETTE AVE
SANFORD, FL 32773

Account #: 212733

NOT REGULATED

**SANFORD CITY LICENSE REQUIRED **

MELINDA GRIFFITH (OFFICER) DUANE W GRIFFITH (OFFICER)

Receipt #: 10482024082707787 Amount Paid: $ 25.00 Date Paid: 08/27/2024

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

WAL-ROSE INC
PO BOX 728
SANFORD, FL 32772

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Permit Issued to:

Samsula Landfill, Inc.
363 State Road 415
New Smyrna Beach, Florida
(386) 423-6769

WACS Facility ID No.: 83626
Facility Name: Samsula Landfill, Inc. – C&D Debris and Recycling Facility
363 State Road 415
New Smyrna Beach, Volusia County, Florida

Contact Person:
Gary Broullette, General Manager
363 State Road 415, New Smyrna Beach, FL 321688
newyanceys@aol.com
(386) 429-6769

Solid Waste Operation Permit Renewal
Permit No.: 0138211-007-SO-24
Replaces Permit No.: 0138211-006-SO-24

Permit Issued: April 27, 2023
Permit Renewal Application Due Date: February 25, 2033
Permit Expires: April 27, 2033

Permitting Authority
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399
(850) 245-8705

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1000 Wekiva Springs Road
Longwood FL 32779

License#: L004874

CONTACT NAME:
PHONE (A/C, No, Ext): 407-869-4200 **FAX (A/C, No):** 407-862-7656
E-MAIL ADDRESS: StahlCertificates@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : XL Specialty Insurance Co.	37885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wal-Rose, Inc.
P.O. Box 728
Sanford FL 32772-0728

WAL-INC-01

COVERAGES **CERTIFICATE NUMBER:** 1810889797 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL21259680001	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA2125967001	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			CU21259690002	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC21259700001	6/1/2024	6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Installation Floater			UM00038702MA24A	6/1/2024	6/1/2025	Installation Floater	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status including Ongoing Operations, Products and Completed Operations and Primary and Non-Contributory is automatically provided for City of New Smyrna Beach where required by written contract subject to the provisions of endorsement CG7324 0323 for General Liability coverage.

Additional Insured status including Primary and Non Contributory is automatically provided for City of New Smyrna Beach where required by written contract subject to the provisions of endorsement CG7289 0417 for General Liability Coverage. Waiver of Subrogation and Aggregate Per Project applies per endorsement CG7289 0417.

30 Day Notice of Cancellation except for 10 Day Notice of Cancellation for Non-Payment of Premium subject to endorsement IL7045 0507.

CERTIFICATE HOLDER

City of New Smyrna Beach
Public Works Department
New Smyrna Beach FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL21259680001	**Agency Number** 0825486	**Policy Effective Date** 06/01/2024
Policy Expiration Date 06/01/2025	**Date** 05/28/2024	**Account Number** 11052371
Named Insured Wal-Rose, Inc	**Agency** Stahl & Associates Insurance, Inc	**Issuing Company** Amerisure Insurance Company

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

1. Any person ororganization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".

2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:

a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and

b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and

2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.

2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".

4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".

2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

a. The preparing, approving, or failing to prepare or approve:
- **(1)** Maps;
- **(2)** Drawings;
- **(3)** Opinions;
- **(4)** Reports;
- **(5)** Surveys;
- **(6)** Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance** is deleted and replaced with the following:

4. **Other Insurance.**

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

(1) Primary;
(2) Excess;
(3) Contingent; or
(4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph **b**. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

TABLE OF CONTENTS	Page
1. Additional Definitions	9
2. Aggregate Limits Per Location	7
3. Aggregate Limits Per Project	7
4. Blanket Contractual Liability – Railroads	3
5. Broadened Bodily Injury Coverage	11
6. Broadened Knowledge Of Occurrence	8
7. Broadened Legal Liability Coverage For Landlord's Business Personal Property	8
8. Broadened Liability Coverage For Damage To Your Product And Your Work	10
9. Broadened Who Is An Insured	3
10. Contractual Liability – Personal And Advertising Injury	3
11. Damage To Premises Rented To You – Specific Perils and Increased Limit	7
12. Designated Completed Projects – Amended Limits of Insurance	11
13. Incidental Malpractice Liability	7
14. Increased Medical Payments Limit And Reporting Period	7
15. Mobile Equipment Redefined	9
16. Nonowned Watercraft And Nonowned Aircraft (Hired, Rented Or Loaned With Paid Crew)	3
17. Product Recall Expense	2
18. Property Damage Liability – Alienated Premises	2
19. Property Damage Liability – Elevators And Sidetrack Agreements	2
20. Property Damage Liability – Property Loaned To The Insured Or Personal Property In The Care, Custody And Control Of The Insured	2
21. Reasonable Force – Bodily Injury or Property Damage	10
22. Supplementary Payments	3
23. Transfer Of Rights (Blanket Waiver Of Subrogation)	9
24. Unintentional Failure To Disclose Hazards	8

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV –**

COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

A. Exclusion **j. Damage to Property,** paragraph **(2)** is deleted.

B. The following paragraph is also deleted from Exclusion **j. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion **j. Damage to Property**, paragraphs **(3), (4),** and **(6)** do not apply to the use of elevators.

B. Exclusion **k. Damage to Your Product** does not apply to:

1. The use of elevators; or

2. Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

A. Exclusion **j. Damage to Property,** paragraphs **(3)** and **(4)** are deleted.

B. Coverage under this provision **3.** does not apply to "property damage" that exceeds $25,000 per occurrence or $25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

1. Failure of any products to accomplish their intended purpose;

2. Breach of warranties of fitness, quality, durability or performance;

3. Loss of customer approval or any cost incurred to regain customer approval;

4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;

5. Caprice or whim of the insured;

6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;

7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and

b. "Product recall expenses".

8. Subject to paragraph **5.** above [of the CGL Coverage Form], $25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(2)** is deleted and replaced with the following:

[This exclusion does not apply to:]

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(6)** is added as follows:

[This exclusion does not apply to:]

(6) An aircraft you do not own, provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) The aircraft is rented to you with a trained, paid crew; and

(c) The aircraft is not being used to carry any person or property for a charge.

6. BLANKET CONTRACTUAL LIABILITY – RAILROADS

Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:

c. Any easement or license agreement;

'Under **SECTION V – DEFINITIONS**, paragraph **f.(1) of** "Insured Contract" is deleted.

7. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY

Under **SECTION I – COVERAGE B.,** paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.

8. SUPPLEMENTARY PAYMENTS

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

9. BROADENED WHO IS AN INSURED

SECTION II – WHO IS AN INSURED is deleted and replaced with the following:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision **10.** of this endorsement.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only;

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

(1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contact to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded until the end of the policy period.

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in "your product" made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";

g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing

liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9., SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any "employee" who provides incidental medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services. This incidental malpractice coverage is excess over any available medical professional liability coverage.

Under **SECTION III – LIMITS OF INSURANCE,** provisions **11.** through **14.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE,** paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. $10,000; or

2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A,** paragraph **2. Exclusions;**

2. **SECTION IV**, paragraph **4.b. Excess Insurance.**

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.,** is replaced by a new limit, which is the greater of:

1. $1,000,000; or

2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTIONI – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15.** is $10,000. A $250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit,** paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a., b.,** and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if

the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12**. "Mobile equipment", paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. ADDITIONAL DEFINITIONS

1. SECTION V – DEFINITIONS, paragraph **4.** "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. SECTION V – DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;

b. Stationery, envelopes, production of announcements and postage or facsimiles;

c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;

d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

e. Rental of necessary additional warehouse or storage space;

f. Packaging of or transportation or shipping of defective products to the location you designate; and

g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:

(1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and

(2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

21. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

22. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, exclusion **k. Damage to Your Product** and exclusion **l. Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

(1) Fire;

(2) Smoke:

(3) "Collapse"; or

(4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

(1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) Fire;

(b) Smoke;

(c) "Collapse"; or

(d) Explosion.

For purposes of exclusion l. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to **5.** above [of the CGL Coverage Form], $100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

23. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

3. "Bodily injury"

a. Means physical:

(1) Injury;

(2) Disability;

(3) Sickness; or

(4) Disease;

sustained by a person, including death resulting from any of these at any time.

b. Includes mental:

(5) Anguish;

(6) Injury;

(7) Humiliation;

(8) Fright; or

(9) Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

c. All "bodily injury" described in paragraph **3.b.** shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.

24. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

A. for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and

B. for "your work" performed within the "products-completed operation hazard"; and

C. for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and

D. that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the Florida 10-year statute of repose. These limits are inclusive of and not in addition to the replaced limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation and/or nonrenewal provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. If the person or organization named in the Schedule does not receive such notification within the time frame stated in this endorsement, this will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization	**Mailing Address**
On file with agency	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADVANTAGE
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is $_____

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,

(1) Coverage under this provision is afforded only until the end of the policy period;

(2) Coverage does not apply to “accidents” or “loss” that occurred before you acquired or formed the organization; and

(3) Coverage does not apply to an organization that is an “insured” under any other policy or would be an “insured” but for its termination or the exhausting of its limit of insurance.

e. Any “employee” of yours using:

(1) A covered “auto” you do not own, hire or borrow, or a covered “auto” not owned by the “employee” or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

(2) An “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, your “employee” does not qualify as an insured under this paragraph (2) while using a covered “auto” rented from you or from any member of the “employee’s” household.

f. Your members, if you are a limited liability company, while using a covered “auto” you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.

g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered “autos”.

This provision does not apply:

(1) Unless the written contract or agreement is executed or the permit is issued prior to the “bodily injury” or “property damage”;

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(2) To any person or organization included as an insured by an endorsement or in the Declarations; or

(3) To any lessor of “autos” unless:

(a) The lease agreement requires you to provide direct primary insurance for the lessor;

(b) The “auto” is leased without a driver; and

(c) The lease had not expired.

Leased “autos” covered under this provision will be considered covered “autos” you own and not covered “autos” you hire.

h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to “bodily injury” or “property damage” for which an “insured” is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

(2) Up to $2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. FELLOW EMPLOYEE** is deleted and replaced by the following:

“Bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your “employees” that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered “autos” are covered for Physical Damage, we will provide Physical Damage coverage to “autos” that you or your “employees” hire or borrow, under your name or the “employee’s” name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS,** paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;

(2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered “auto”; or

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(3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by a lessor; and

(5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extension**s is deleted and replaced by the following:

4. Coverage Extensions

(a) We will pay up to $75 per day to a maximum of $2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.

(b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3**. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.

b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SCHEDULE

Description of Covered "Auto":

Limit of Insurance	Deductible
$500	$250

A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

2. Both:

a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the “loss”.

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. Deductible

1. If “loss” to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a “loss” to the covered “auto” under this Coverage Form’s Comprehensive or Collision Coverage, then for each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to “loss” to audio, visual or data electronic equipment caused by fire or lightning.

2. If “loss” to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a “loss” to the covered “auto” under this Coverage Form’s Specified Causes of Loss Coverage, then for each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.

3. If “loss” occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. When This Provision Becomes Void

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are “insured” under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective:	Countersigned By:
06/01/2024	
Named Insured:	(Authorized Representative)
Wal-Rose, Inc	

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

   Any person or organization with whom you have an “insured contract” which requires:

   i. that person or organization to be added as an “insured” under this policy or on a certificate of insurance; and
   ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an “insured” for Liability Coverage. They are an “insured” only if that person or organization is an “insured” under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an “insured contract”.

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

   d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

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AMERISURE INSURANCE COMPANY

NCCI Code No. 11525

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

INFORMATION PAGE- NEW POLICY

Issuing Office
ST PETERSBURG BRANCH

POLICY NUMBER	Renewal of	Agent	Producer
WC 21259700001	NEW	0825309	STAHL & ASSOCIATES INSURANCE, INC.

Item 1. Name of Insured and Address

WAL-ROSE, INC.
PO BOX 728
SANFORD, FL 32772-0728

___ Individual ___ Partnership
_X_ Corporation or _____

FEIN 593317838
INTRA NO. FL 097572593
INTER NO.
CUSTOMER NO. 11052371
GROUP:

POLICY PAGE 5

** EXTENSION OF INFORMATION PAGE - ITEM 3D **
** ENDORSEMENT SCHEDULE **

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EDITION DATE
	WC 00 00 00C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	01/01/2015
	WC 00 03 02	DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT	04/01/1984
	WC 00 03 13	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT	04/01/1984
	WC 00 04 03	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT	04/01/1984
	WC 00 04 04	PENDING RATE CHANGE ENDORSEMENT	04/01/1984
	WC 00 04 06A	PREMIUM DISCOUNT ENDORSEMENT	07/01/1995
	WC 00 04 14A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	01/01/2019
	WC 00 04 19	PREMIUM DUE DATE ENDORSEMENT	01/01/2001
FL	WC 09 03 03	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT	08/01/2005
FL	WC 09 04 01	FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT	06/01/1987
FL	WC 09 04 02A	FLORIDA EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT	05/01/2017
FL	WC 09 04 03C	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT	01/01/2021
FL	WC 09 04 07A	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT	03/01/2024
FL	WC 09 05 04B	FL RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN-MULTIPLE LINES	01/01/2019
FL	WC 09 06 06	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT	10/01/1998
FL	WC 09 06 07A	FL WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT	07/01/2019

Issue Date 06/20/2024

AMERISURE INSURANCE COMPANY

NCCI Code No. 11525

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

INFORMATION PAGE- NEW POLICY

Issuing Office
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WC 21259700001	NEW	0825309	STAHL & ASSOCIATES INSURANCE, INC.

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PO BOX 728
SANFORD, FL 32772-0728

___ Individual ___ Partnership
_X_ Corporation or _____

FEIN 593317838
INTRA NO. FL 097572593
INTER NO.
CUSTOMER NO. 11052371
GROUP:

POLICY PAGE 6

** EXTENSION OF INFORMATION PAGE - ITEM 3D **
** ENDORSEMENT SCHEDULE **

SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EDITION DATE
FL	WC 99 00 03	FLORIDA - PRIVACY PROTECTION CONDITION	08/26/2001
	WC 99 06 09	AIC SIGNATURE PAGE	01/01/2015

Issue Date 06/20/2024

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

With respect to any additional insured coverage provided under this policy, or by any endorsement to this policy, **SECTION IV – CONDITIONS**, paragraph **5. Other Insurance** is deleted and replaced by the following:

5. Other Insurance

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

(1) Primary;
(2) Excess;
(3) Contingent; or
(4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if a "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL21259680001	**Agency Number** 0825486	**Policy Effective Date** 06/01/2024
Policy Expiration Date 06/01/2025	**Date** 05/28/2024	**Account Number** 11052371
Named Insured Wal-Rose, Inc	**Agency** Stahl & Associates Insurance, Inc	**Issuing Company** Amerisure Insurance Company

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

1. Any person ororganization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".

2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:

a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and

b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and

2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.

2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".

4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".

2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

a. The preparing, approving, or failing to prepare or approve:
(1) Maps;
(2) Drawings;
(3) Opinions;
(4) Reports;
(5) Surveys;
(6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance** is deleted and replaced with the following:

4. **Other Insurance.**

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

(1) Primary;
(2) Excess;
(3) Contingent; or
(4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph **b**. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

TABLE OF CONTENTS	Page
1. Additional Definitions	9
2. Aggregate Limits Per Location	7
3. Aggregate Limits Per Project	7
4. Blanket Contractual Liability – Railroads	3
5. Broadened Bodily Injury Coverage	11
6. Broadened Knowledge Of Occurrence	8
7. Broadened Legal Liability Coverage For Landlord's Business Personal Property	8
8. Broadened Liability Coverage For Damage To Your Product And Your Work	10
9. Broadened Who Is An Insured	3
10. Contractual Liability – Personal And Advertising Injury	3
11. Damage To Premises Rented To You – Specific Perils and Increased Limit	7
12. Designated Completed Projects – Amended Limits of Insurance	11
13. Incidental Malpractice Liability	7
14. Increased Medical Payments Limit And Reporting Period	7
15. Mobile Equipment Redefined	9
16. Nonowned Watercraft And Nonowned Aircraft (Hired, Rented Or Loaned With Paid Crew)	3
17. Product Recall Expense	2
18. Property Damage Liability – Alienated Premises	2
19. Property Damage Liability – Elevators And Sidetrack Agreements	2
20. Property Damage Liability – Property Loaned To The Insured Or Personal Property In The Care, Custody And Control Of The Insured	2
21. Reasonable Force – Bodily Injury or Property Damage	10
22. Supplementary Payments	3
23. Transfer Of Rights (Blanket Waiver Of Subrogation)	9
24. Unintentional Failure To Disclose Hazards	8

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV –**

COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

A. Exclusion **j. Damage to Property,** paragraph **(2)** is deleted.

B. The following paragraph is also deleted from Exclusion **j. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion **j. Damage to Property**, paragraphs **(3), (4),** and **(6)** do not apply to the use of elevators.

B. Exclusion **k. Damage to Your Product** does not apply to:

1. The use of elevators; or

2. Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

A. Exclusion **j. Damage to Property,** paragraphs **(3)** and **(4)** are deleted.

B. Coverage under this provision **3.** does not apply to "property damage" that exceeds $25,000 per occurrence or $25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

1. Failure of any products to accomplish their intended purpose;

2. Breach of warranties of fitness, quality, durability or performance;

3. Loss of customer approval or any cost incurred to regain customer approval;

4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;

5. Caprice or whim of the insured;

6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;

7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and

b. "Product recall expenses".

8. Subject to paragraph **5.** above [of the CGL Coverage Form], $25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(2)** is deleted and replaced with the following:

[This exclusion does not apply to:]

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(6)** is added as follows:

[This exclusion does not apply to:]

(6) An aircraft you do not own, provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) The aircraft is rented to you with a trained, paid crew; and

(c) The aircraft is not being used to carry any person or property for a charge.

6. BLANKET CONTRACTUAL LIABILITY – RAILROADS

Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:

c. Any easement or license agreement;

'Under **SECTION V – DEFINITIONS**, paragraph **f.(1) of** "Insured Contract" is deleted.

7. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY

Under **SECTION I – COVERAGE B.,** paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.

8. SUPPLEMENTARY PAYMENTS

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

9. BROADENED WHO IS AN INSURED

SECTION II – WHO IS AN INSURED is deleted and replaced with the following:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision **10.** of this endorsement.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only;

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

(1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contact to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded until the end of the policy period.

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in "your product" made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";

g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing

liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9., SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any "employee" who provides incidental medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services. This incidental malpractice coverage is excess over any available medical professional liability coverage.

Under **SECTION III – LIMITS OF INSURANCE,** provisions **11.** through **14.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE,** paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. $10,000; or

2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A,** paragraph **2. Exclusions;**

2. **SECTION IV**, paragraph **4.b. Excess Insurance.**

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.,** is replaced by a new limit, which is the greater of:

1. $1,000,000; or

2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTIONI – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15.** is $10,000. A $250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit,** paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a., b.,** and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if

the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12**. "Mobile equipment", paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. ADDITIONAL DEFINITIONS

1. SECTION V – DEFINITIONS, paragraph **4.** "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. SECTION V – DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;

b. Stationery, envelopes, production of announcements and postage or facsimiles;

c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;

d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

e. Rental of necessary additional warehouse or storage space;

f. Packaging of or transportation or shipping of defective products to the location you designate; and

g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:

(1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and

(2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

21. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

22. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, exclusion **k. Damage to Your Product** and exclusion **l. Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

(1) Fire;

(2) Smoke:

(3) "Collapse"; or

(4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

(1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) Fire;

(b) Smoke;

(c) "Collapse"; or

(d) Explosion.

For purposes of exclusion l. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to **5.** above [of the CGL Coverage Form], $100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

23. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

3. "Bodily injury"

a. Means physical:

(1) Injury;

(2) Disability;

(3) Sickness; or

(4) Disease;

sustained by a person, including death resulting from any of these at any time.

b. Includes mental:

(5) Anguish;

(6) Injury;

(7) Humiliation;

(8) Fright; or

(9) Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

c. All "bodily injury" described in paragraph **3.b.** shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.

24. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

A. for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and

B. for "your work" performed within the "products-completed operation hazard"; and

C. for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and

D. that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the Florida 10-year statute of repose. These limits are inclusive of and not in addition to the replaced limits.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 20-25 Non-Exclusive Franchise - Wal-Rose, Inc.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 20-25 authorizes Wal-Rose, Inc to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

One, Wal-Rose, Inc.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 20-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO WAL-ROSE, INC., TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, Wal-Rose, Inc., a Florida Profit Corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award Wal-Rose, Inc., a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards Wal-Rose, Inc., a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, Wal-Rose, Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the 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 Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (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 anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the 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 May 13, 2025, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/15/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 20-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

WAL-ROSE, INC., A Florida Profit Corporation

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **WAL-ROSE, INC.**, a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 51 -24: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD REZONE APPROXIMATELY 1,618 ACRES OF LAND LOCATED SOUTH OF STATE ROAD 44 AND WEST OF I-95, KNOWN AS THE DEERING PARK INNOVATION CENTER (DPIC), TO PLANNED UNIT DEVELOPMENT (PUD) FROM THE CURRENT ZONING CLASSIFICATIONS OF A-1 PRIME AGRICULTURE, FORESTRY RESOURCE (FR), AND CONSERVATION (C)

April 22, 2025

Background:

A. Applicant: David Fuechtman, P. O. Box 70, Edgewater Florida 32132

B. Property Owner: Farmton North LLC, P. O. Box 70, Edgewater Florida 32132

C. Request: Proposed Rezoning from A-1 Prime Agriculture (currently 93 acres), Forestry Resource (currently 948 acres), and Conservation (currently 577 acres), to Planned Unit Development (PUD) for the entire 1,618 acre site

D. Recent History: The city's current Economic Development Strategic Plan that was approved by the City Commission in December 2019 outlines strategies and targets the specific following industries:

1. Aviation and Aerospace
2. Creative Class, including High Tech
3. Light Industry, including Manufacturing
4. Recreation
5. Medical
6. Professional Office, including Corporate Headquarters

In October 2021 the City of New Smyrna Beach Economic Development Advisory Board hosted a public workshop at the Brannon Center for the purpose of collecting input from the community concerning the economic development strategic plan and future plans, actions, and decisions. Three major priorities were concluded in that workshop, which included approximately 45 attendees of elected officials, local business owners, and

concerned citizens, as follows:
1. Diversify the tax base.
2. Enhance utilities infrastructure.
3. Ensure a quality labor pool.

The Southeast Chamber of Commerce also conducted two leadership summits, with the first summit in May 2021 and the second in February 2022. These two summits looked into regional strengths, challenges, and opportunities, and included the Southeast Volusia Cities, SEV Chamber of Commerce, Volusia County Staff, Team Volusia, the Southeast Volusia Manufacturing and Technology Coalition (SEVMTC), the Southeast Volusia Advertising Authority, elected officials, local business owners, and the East Central Florida Planning Council. The proposed Deering Park Innovation Center at New Smyrna Beach site was officially identified and recommended as an industrial mixed-use area during the second of these two leadership summits.

The City Commission approved Ordinance Number 07-22 on June 14, 2022, for a text amendment to the Future Land Use Element of the City's Comprehensive Plan, which established a new Commercial Space Industry Opportunity Overlay. This Amendment to the City Comprehensive Plan was to help identify areas within the City that are appropriate for commercial and light industrial development.

The City Commission then approved the Southeast Volusia Regional Economic Development Strategic Plan on October 25, 2022. That plan presents a regional analysis of SEV's demographic and occupational characteristics, employment profile, industry competitiveness, economic clusters, and challenges and opportunities.

During a public City Commission workshop on December 14, 2023, City Development Services Director Shane Corbin and Attorney Glenn Storch presented a proposed innovation park to be located west of I-95 and south of State Road 44. This presentation outlined the history of the property, required PUD zoning, required Large Scale Comprehensive Plan amendment changing the Future Land Use to Industrial Mixed Use, and benefits to the city.

E. Site Information:

- **Size:** 1,618 ± acres
- **Location:** South of State Road 44, west of I-95
- **Parcel Numbers:** 7321-00-00-0010, 7328-00-00-0010, 7327-00-00-0024, 7333-00-00-0010, 7334-00-00-0010, and 7335-00-00-0100
- **Site Data:** The 1,618 acre undeveloped site is located south of State Road 44 and west of Interstate 95, extending south from its northern frontage on SR 44 to the City Limits of Edgewater. The site is also wooded and currently used for agricultural

purposes of timbering and pasture. The current zoning designations within the site that are requested to be changed are matched by its existing Future Land Use (FLU) designations of Agriculture (currently 93 acres), Forestry Resource (currently 948 acres), and Conservation (currently 577 acres), all of which are proposed to also be changed by a companion application (CPA-1-24) to be Industrial Mixed Use (IMU) FLU, to allow the proposed PUD rezoning and its proposed uses. Site Location and Aerial Maps are attached as Exhibits A & B. Existing Zoning and Proposed Zoning Maps are attached as Exhibits C & D, showing all adjacent zoning designations and surrounding development, and a Site Survey Sketch is attached as Exhibit E.

F. Exhibits:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Existing Zoning Map

Exhibit D: Proposed Zoning Map

Exhibit E: Site Survey Sketch and Legal Description (Ex A. of MDA)

Exhibit F: PUD Master Development Agreement (MDA), Proposed

Exhibit G: PUD Conceptual Plan Exhibits, Proposed (consists of 5 different documents to be included within the MDA):

- MDA Ex. B Master Plan, 2 sheets;
- MDA Ex. C Residential Gradation Plan, 1 sheet;
- MDA Ex. D Roadway Sections, 8 sheets;
- MDA Ex. E Design Guidelines, 4 pages; and
- MDA Ex. F Illustrative Examples of Community Features, 3 pages.

Exhibit H: Area Master Plan (Provided by Applicant; not to be included within MDA document)

Exhibit I: Wildlife Corridor and Trail Map (Provided by Applicant; not to be included within MDA document)

Exhibit J: Environmental Assessment Report (Provided by Applicant; not to be included within MDA document)

Exhibit K: Southeast Volusia Economic Development Strategic Plan 2022
Exhibit L: Letter from Applicant outlining history of specific MDA revisions (7-10-24, 5 pgs.)

Findings:

A. The proposed Planned Unit Development (PUD) would create the Deering Park Innovation Center (DPIC), a mixed-use 1,618 + acre development proposed to provide a maximum of 6,000,000 square feet (SF) of non-residential uses and 2,150 residential units, with at least 400 acres to be designated and preserved as Natural Vegetation Area (NVA). This rezoning application has been submitted with two other joint applications, to be heard and discussed concurrently. A Large-Scale Comprehensive Plan Amendment application (CPA-1-24) has been submitted to change the Future Land Use (FLU) of the site from its current City Agriculture, Forestry Resource, and Conservation FLU designations to Industrial Mixed-Use FLU for the entire 1,618 acre site. Another companion application (CPA-2-24) proposes a Comprehensive Plan text amendment and policy change for the proposed Industrial Mixed Use (IMU) Future Land Use (FLU) being requested for the site.

B. The City Comprehensive Plan Future Land Use (FLU) Element now specifies the current intent of that requested Industrial Mixed-Use (IMU) FLU designation for this site is "to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed-Use are intended to accommodate a mix of light industrial/research, office, retail and medium- to high-density residential uses. Areas designated as Industrial Mixed-Use are required to develop using the planned unit development format." The two other joint applications, for Comprehensive Plan Amendment application (CPA-1-24) and Comprehensive Plan text amendment and policy change for the proposed Industrial Mixed Use Future Land Use (CPA-2-24), would include the DPIC site area within the geographic limits of this IMU FLU designation and as part of its current intent. As noted above, the requested IMU FLU would require PUD zoning application and approval, and this PUD rezoning request is thus contingent on the two companion CPA applications also being approved.

C. The proposed Deering Park Innovation Center (DPIC) is a mixed-use in-fill project between other similar surrounding large scale PUD's that are within both the City and

the City of Edgewater to the south. Those PUD's include the 1,365 acre South Village mixed use PUD immediately adjacent to the west and north of DPIC, and the 180 acre Ocean Gate commercial PUD to the northeast, at the southwest intersection of SR 44 and Interstate 95, both of which are within the City limits. Immediately to the south of this proposed DPIC site is the City of Edgewater, and two associated and approved developments proposed by the same applicant as DPIC. These developments also center around the pending alignment and future construction of Williamson Boulevard, from SR 44 south to ultimately connect with SR 442/Indian River Boulevard within Edgewater.

D. The City of Edgewater has approved these two planned developments immediately to the south of the proposed DPIC site, as noted on their website and provided below, and as shown on the attached Exhibit H Area Master Plan provided by the Applicant:

Deering Park North (formerly known as Restoration DRI) - *The 5,187-acre Deering Park North project will include 6,600 housing units and 2.8 million square feet of office, industrial, and commercial space, with that development proposed over a 20 to 30 year time period. The plan also includes 3,732 acres of land that will be required to be set aside for perpetual conservation. As proposed, Deering Park North is intended to provide a flexible approach to encourage mixed use, innovative land use techniques, creative urban design, environmental protection, employment centers, while utilizing sustainable development practices and principles for large scale master-planned communities. Approval and start-up of the project will require and trigger several major road improvements, including extending SR 442 west of I-95 and extending Williamson Boulevard south to Edgewater at SR 442. Infrastructure such as roads, water, sewer, trails, parks, etc. are included with the development agreement and will be paid for by the developer.*

Deering Park Center - *Deering Park Center is located on almost 900 acres at the "gateway" to Edgewater, at the southwest corner of I-95 and SR 442. The project is envisioned to provide a mix of uses, including single and multi-family residential developments, medical facilities, hotel accommodations, shopping and dining, as well as industrial areas that will facilitate distribution areas that are compatible with the surrounding environment. A significant portion of this proposed development is proposed to be within picturesque lake-front settings with dedicated public spaces, parks and other civic facilities. Upon completion, Deering Park Center could have up to 1.5 million square feet of non-residential space and a maximum of 1,362 residential units, using a*

responsible approach to planning, with large, environmentally sensitive portions of the property planned for conservation and appropriate public use. In addition, a Community Development District (CDD) has been established so that only developers and property owners within Deering Park Center will be responsible for funding the required infrastructure, as opposed to the city at-large. Deering Park Center is poised to become a model for responsible, environmentally-conscious, mixed-use development that will spur economic growth and improve quality of life throughout the City of Edgewater and beyond.

E. The proposed PUD Master Development Agreement (MDA) and its attached Conceptual Master Plan (CMP) Exhibits are based on a variety of proposed Development Districts within the 1,618 acre DPIC site, which are listed and described under MDA Section 3. Development Plan, and are annotated here:

1. Mixed Use/Commercial is a mixed-use designation designed for commercial, retail, hotel, restaurant and entertainment uses, along major arterial corridors, and some medium-density or high-density residential uses to encourage pedestrian and bicycle access. The mixed-use area adjacent to the northernmost roundabout, as shown on the Conceptual Master Plan (Exhibit G; aka MDA Exhibits B & C), shall encourage neighborhood commercial and services to provide for the residents of DPIC.

2. Innovation Park is a mixed-use designation designed for corporate headquarters, light industrial, research, hotel (150 room maximum), small non-retail business, and office uses, balanced with no more than twenty (20) percent of net usable acreage allowed for medium-density or high-density residential, to encourage pedestrian and bicycle access for job producing area. The intent is for the City and Applicant/Owner to work together to the extent that this site can be a catalyst for the extension of infrastructure and funding to develop “pad-ready” sites for office and light industrial uses for the project.

3. Residential Rental Village is the designation for commercial rental communities that may include detached homes, cottages, and bungalows of no less than 800 square feet, duplex units of no less 800 square feet, townhouses, and multi-family

apartments. Such commercial rental communities will be maintained as a single parcel for each project and shall not be permitted to be subdivided or sold as individual homes.

4. Residential is the designation for neighborhood residential areas that will contain a diversity of housing options, with the goal of providing pedestrian and multi modal connections to nearby job producing areas. The densities of such Residential areas shall be based on proximity to the job producing and urban commercial uses, to encourage pedestrian and bicycle access (as depicted on Exhibit G; aka MDA Exhibits B & C). Therefore, areas designated residential in the southern portion of DPIC, adjoining a large conservation area, would be reserved for low-density residential. The wavy boundaries shown between residential density categories are intended to provide a graduation of density, from the lowest density closest to conservation areas to increasingly higher density closer to job creation areas. These boundaries are approximate and provided to illustrate the concept, with actual density locations to be adjusted during future subdivision processes to come. The intent is to provide a wide range of housing types, sizes, and pricing, with higher densities closest to the intensive non-residential uses. In no event shall overall project density exceed the maximum number of 2,150 residential units within DPIC. The MDA also prohibits short term rentals, of less than six (6) months, within the Residential District and in every Homeowners Association, which shall enforce such prohibition. Accessory dwelling units (ADU) of no more than 800 square feet would also be permitted within this Residential District, with these ADU's permitted only as part of single family residential and townhouse areas, only after or as part of the primary dwelling construction, and would not count against DPIC's cumulative total density. All ADU's must also provide for one (1) additional parking space within the lot, above the principal unit's required parking count.

5. Regional Park/Sports Complex is a recreation use area intended to be dedicated to the City of New Smyrna in exchange for City Recreation/Park Impact Fee credits. This Complex site is to be a minimum of 50 acres with actual dimensions determined during the Williamson Boulevard segmental construction review(s), with the goal that its minimum width would be approximately 550 feet. The City may use this property for any recreational or community use, including but not limited to parks, sports fields, and a community center, provided such center is not used for incompatible uses such as medical uses, drug treatment centers, transient housing, or homeless shelters. The Applicant/Owner is not obligated to improve

this land prior to its dedication, and its transfer should only occur upon the ability being provided for the City to access this site via future constructed public roads or rights-of-way. The MDA text notes the goal for the City and Applicant/Owner to work together for this public site to be a catalyst, for the extension of infrastructure and funding, to develop "pad-ready" sites for office and light industrial uses in other areas of the DPIC project.

6. Police Facilities Site is a potential police station site, as shown on the Conceptual Master Plan (Exhibit G; aka MDA Exhibits B & C), is proposed to be dedicated to the City of New Smyrna Beach in return for City Police Dept. Impact Fee credits. This site would accommodate a police substation and be a minimum of 10 acres. The Applicant/Owner would not be obligated to improve the land prior to dedication, and access would be via Williamson Boulevard and a future east west two-lane road into the Innovation Park District. The City would agree to construct any structures on this site consistent with the architectural styles prevalent in Deering Park Innovation Center. Here too, the goal of the City and Applicant/Owner is stated within the MDA to work together to the extent that this site can be a catalyst for the extension of infrastructure and funding, to assist developing "pad-ready" sites for office and light industrial uses in other areas of the DPIC project. An 8 acre area is also proposed to be located near this Police site, to be dedicated to the New Smyrna Beach Utilities (NSBU) for future utility infrastructure purposes.

F. The above Residential Unit mix proposed at this time, and as detailed within the MDA for the 2,150 maximum residential units, is currently proposed to comprise of 925 Single Family (SF) detached lots/homes, 600 Multi-Family (MF) Apartments, 250 Build to Rent Condominium units, and 375 Townhouses. Also proposed are a maximum of 600 Hotel rooms. Prior to the start of any construction, the Applicant/Owner agrees to provide and record a restrictive covenant over the entirety of the DPIC PUD area to conform to the PUD restrictions that limit the maximum number of 2,150 residential units permitted within DPIC as a whole.

G. The approximate acreages of the mix of various Development Districts/Land Use Areas (as described in Section 6.0 of the MDA) are the following:

- Innovation Park, 423 acres
- Mixed Use/Commercial Corridor, 136 acres

- Mixed Use/Residential Village Commercial, 26 acres
- Residential Rental Village, 343 acres
- Residential, 452 acres
- Regional Park/Sports Complex, 60 acres
- City Police and NSBU Facilities, 18 acres
- Natural Vegetation Areas, 413 acres

H. The variously listed SITE DEVELOPMENT CRITERIA for the above Development Districts/Land Use Areas are provided in the Exhibit F MDA text (starting on Page 11 through Page 15) for the typical development/zoning aspects of minimum lot areas, maximum building heights and coverage %'s, minimum setbacks, etc. The proposed PERMITTED USES within these same above Development Districts/Land Use Areas are listed in MDA Section 7.0 (Pages 18 to 21). It should be noted that Section 7. d. Bona Fide Agricultural Uses allows for agriculture (including silviculture and cattle pasture uses) to remain a Permitted Use (as now currently exists), while neighboring areas proposed and/or developed for any of these other proposed/future Residential and Non-Residential Uses. In addition, as long as the Applicant/Owner continues to use the Property for these bona fide commercial agriculture uses, they shall remain Permitted Uses under the terms of this PUD. However, any of these bona fide commercial agricultural activities would be required to maintain a minimum 200-foot separation from all future permitted non-agricultural uses.

I. As stated in the MDA, the future phasing of development within the proposed DPIC PUD is highly dependent on the timing of development of the proposed Williamson Boulevard limited access "by-pass" public road and right-of-way, through the DPIC site and further south to and within the City of Edgewater to SR 442. The MDA text requires all future segments of Williamson Boulevard which will ultimately link and/or connect to State Road 44 to be constructed and in place before any of those other surrounding proposed DPIC improvements, within and around those segment areas, would be able to be constructed.

J. Right-of-Way will also be provided to Volusia County for each segment of Williamson Boulevard that is sufficient to accommodate the accompanying stormwater retention areas required, with these areas to be dedicated subsequent to design, permitting and/or construction, and consistent with Volusia County standards and agreements between the Applicant/Owner and Volusia County.

l. The MDA, Development Plan text requires all projects adjacent to DPIC to provide roadway connections to access Williamson Boulevard through this DPIC site, which would be especially critical for the publicly funded Williamson Blvd. “by-pass”/limited access roadway. In addition, the MDA and CMP anticipate potential roadway connection(s) to the east using a future overpass crossing Interstate 95, with the MDA stating DPIC shall be responsible for the construction of the connecting road from Williamson Boulevard to the west landing of any such future I-95 overpass that would ultimately be built by Volusia County.

M. The MDA text provides numerous references for the Applicant/Owner to work together with the City to recruit investment in the appropriate areas by job producers, along with County Economic Development departments to recruit and facilitate such uses, noting the goal to develop “shovel ready” industrial and/or office sites, all of which would also include permitting and development of stormwater and transportation infrastructure and pursuit of grants and economic development funding. The City’s role in the MDA is noted to utilize all available resources to attract and recruit users for DPIC, including a collaborate effort to create an economic development strategic plan for those non-residential uses within the DPIC.

N. The City and Applicant/Owner agree in the MDA to these following additional limitations on the issuance of building permits, among others, for single-family residential development within DPIC:

1. No building permit for single family residential will be issued earlier than 3 years after the approval and recording of this Agreement.
2. Each phase of single family residential shall require non-residential development, at a ratio of 300 square feet of non-residential for each single family residential unit.
3. The MDA notes that the development of “pad ready” sites within the Innovation Park area shall be considered to count toward the above requirement, so that each phase of single family residential development shall require corresponding non-residential development at a ratio of 300 non-residential square feet for each single family residential unit.

O. The MDA text (Section 3.p., Page 4) also provides that prior to any vertical

construction within DPIC, the applicant will work with the City to complete a Fire Department Service Concurrency Evaluation, which may require an independent third party evaluation of said evaluation at the expense of the Applicant/Owner.

P. In terms of existing wetlands within the DPIC site and any proposed wetland impacts, there has been no field work yet performed for jurisdictional wetland determinations within this 1,618 acre DPIC site. The MDA notes the Applicant/Owner, in working with planners and city staff, have used the best available information to determine appropriate planning areas and uses. Site-specific agency jurisdictional determinations and wetland line approvals would instead be determined as part of the permitting, site plan and/or plat processes for each future development within the DPIC site. With no actual field work yet done for that and/or any agency review or approval of those wetland areas, wetland mapping done in the "desktop" Preliminary Environmental Assessment (attached **Exhibit J**) indicates the 1,618 acre site total may contain 662 total acres of existing wetlands, or just under 41% of the total site area. Of those 662 projected wetland acres, 327 acres are noted to be impacted by the development now proposed, which would appear to be just over 20% of the existing site area and just under 50% of the existing wetlands.

Q. Conversely, it also appears from the information submitted that the 1,618 acre site total may contain 956 total acres of existing uplands, or just over 59% of the total site area, with those area figures and that mapping also done in the "desktop" Preliminary Environmental Assessment method only at this time. Of those 956 upland acres, 822 acres of those uplands would now appear to be impacted by the development now proposed, which would be just over 50% of the existing site area, with almost 74 upland acres instead now proposed to remain as preserved uplands.

R. In terms of Open Space, the City LDR requires the Minimum Open Space for any PUD within this geographic area to be a minimum 50% of the entire site. Along with that PUD requirement, Residential PUD areas are required by the LDR to contain a minimum total Common Open Space area(s) equivalent to at least 35% of the designated Open Space area, also stating those Common Open Space areas "accessible to and usable by all PUD residents". The currently proposed MDA notes these PUD Common Open Space requirements, to be fulfilled with each future development phase. The MDA text also specifies the overall PUD area shall include 50% open space, and that individual phases within DPIC may have less than 50% open space, provided the entire PUD area provides

for a minimum of 50% open space. It should also be noted the minimum 400 acres required to be dedicated as Natural Vegetation Areas (NVA) will assist in providing the minimum Common Open Space areas required, as well as providing a large portion of the total Open Space needed.

S. Along with Open Space, the MDA Development Plan text notes "Planning for DPIC shall include connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of DPIC." These wildlife corridors are within both the DPIC site and adjacent vacant and undeveloped lands also owned by the applicant, immediately to the south and west of and contiguous to the subject 1,618 acre DPIC site. These conceptual locations are shown on the attached **Exhibit I** Wildlife Corridor and Trail Map provided by the Applicant.

T. MDA Section 5. Traffic Management notes there are no timelines for construction within DPIC, with this MDA now providing only for long term planning. A current general traffic impact analysis, or Comprehensive Plan Amendment/Rezoning Traffic Study has been provided to determine existing background traffic and general impact of these proposed new plans and construction, based on the maximum entitlements included in this proposed PUD MDA. That Rezoning Traffic Impact Analysis (RTIA) was submitted with this PUD rezoning application and has been reviewed by City's Traffic Engineering consultant. That document is also reviewed by both Volusia County and the Florida Department of Transportation (FDOT), with the results of those reviews expected to be done in accordance with the concurrent/companion CPA FLU Amendment also being requested for the DPIC site, and with all review comments then collected and addressed in a future and revised RTIA version. In addition, the MDA provides that separate and more specific Traffic Impact Analysis (TIA) will be individually conducted within DPIC for each separate development phase, as those are submitted for development review and approval. Those future TIAs will be conducted according to TPO guidelines in place at that time and will include cumulative development within DPIC approved as of each successive study. Per the MDA, it also can be assumed that Williamson Blvd. will be constructed in segments between intersections, consistent with Volusia County standards, as each new development occurs beyond previously approved phases. The MDA notes that the City recognizes that actual development impacts of the project may change due to the mixed-use nature of the project, projected non-residential buildout horizons, and future growth of the area. Therefore, in order to accommodate unanticipated development changes within the project, traffic calculations to substantiate internal capture shall be provided as part of each future TIA included with

each future DPIC site plan and/or subdivision plat submittal to the City.

U. The MDA text also includes general provisions for Architectural & Design Standards, Water and Energy Conservation, Environmental Considerations, and Signage (in Sections 10, 11, 12 and 13, respectively), some of which has been discussed above, and with the remainder deferring to be more specifically determined as part of future site-specific development application processes, and/or in compliance with provisions of the City LDR at that time. In response to comments and requests by City Staff, the Design Standards Section has been supplemented with recent additions to the **Exhibit G** PUD Conceptual Plan, to now include both textual Design Standards and Illustrative Examples of Community Features.

V. The MDA is noted (in Section 16, Page 27) to be valid for a period of 30 years from its execution, and its vesting contingent on completion of construction, and dedication and acceptance by Volusia County, of the first segment of Williamson Boulevard within the DPIC PUD boundaries.

W. At the May 6, 2024, Planning and Zoning Board meeting, the Board voted to continue the Item to the June 3, 2024, Planning and Zoning meeting. The Planning and Zoning Board then voted 6-1 at their June meeting to recommend approval to City Commission with the following conditions:

1. 500,000 sq ft of non-residential shall be constructed and an additional 500,000 sq ft of non- residential shall have site plan approval prior to approval of any residential development subdivision plat.
2. 85% of the land dedicated to the City of New Smyrna Beach, for municipal purposes, shall be determined to be buildable uplands.
3. Conditional Use conditions need to be added, and the language “Conditional Uses as defined in the LDR” removed.
4. Energy and water conservation standards shall be added to the PUD.
5. PUD language in Section 3.d shall be modified as follows. *The 2,150 total units ~~would~~ shall be comprised of a mix of 925 sf detached, 600 MF apartments, 250 build to rent, and 375 townhomes.*
6. The Board recommended the developer have a discussion with the property owner regarding a stormwater bond.
7. Ensure the text and associated maps of the PUD match in all areas referring to acreage.
8. And any other verbally agreed upon items.

The currently attached MDA Exhibits have now been revised to address the above conditions. In addition, the Applicant has prepared and submitted a Letter (attached as **Exhibit L)** that documents all revisions that have been made to the PUD MDA materials, as suggested by the Planning and Zoning Board members, City Staff and City Attorney, City Commission, and Volusia County School Board as a result of various prior meetings and hearings on this application and/or concurrent ones.

III. Recommendation:

The Development Services Department recommends that the City Commission approve the requested rezoning application, to create the Deering Park Innovation Center (DPIC) Planned Unit Development (PUD) under the attached Master Development Agreement (MDA) and its Conceptual Master Plan (CMP), contingent on the companion applications changing the Future Land Use (FLU) designation of this site to Industrial Mixed Use (IMU) FLU and the companion IMU FLU Text Amendment also being approved by the City and all applicable reviewing agencies.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

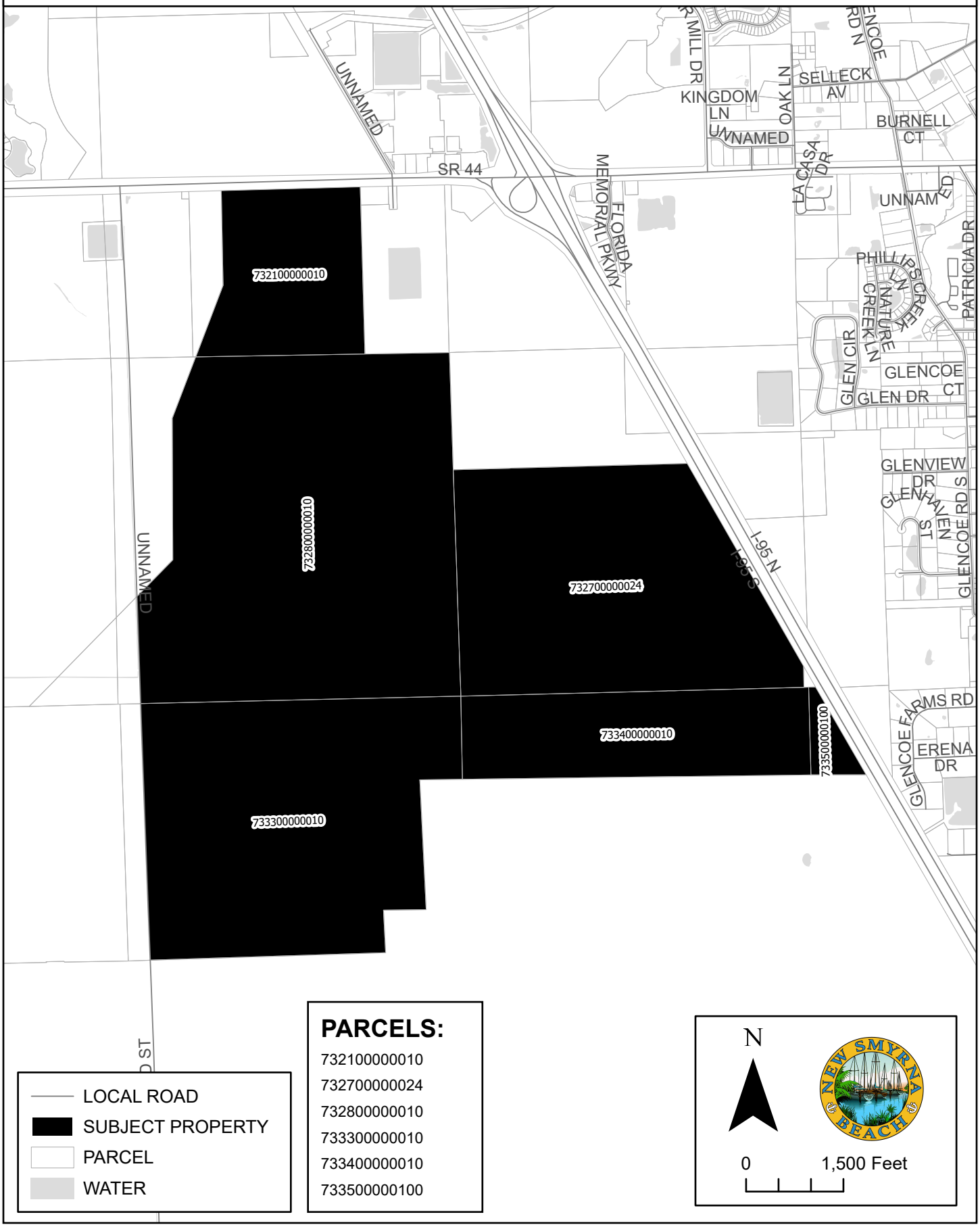
Staff Report Created By: Jeff Gove - Chief Planner

Attachments:

Exhibit A - Location Map.pdf
Exhibit B -Aerial Map.pdf
Exhibit C - Existing Zoning Map.pdf
Exhibit D - Proposed Zoning Map.pdf
Exhibit E - Survey Sketch and Legal Description (Ex. A of MDA).pdf
Exhibit F - Master Development Agreement text 7-30final_.pdf
Exhibit G - Conceptual Master Plan 1 of 2 (Ex. B of MDA).pdf
Exhibit G Conceptual Master Plan 2 of 2 (Ex. B of MDA).pdf
Exhibit G - Conceptual Residential Gradation Plan (Ex. C of MDA).pdf
Exhibit G - Roadway Sections (Ex. D of MDA) 4-16-24 V 4.1.pdf
Exhibit G - Design Guidelines (Ex. E of MDA) revised 7-12 (002).pdf
Exhibit G - Illustrative Examples of Community Features (Ex. F of MDA) 003.pdf
Exhibit H - Area Master Plan (Provided by Applicant; not included within MDA document).pdf
Exhibit I - Wildlife Corridor and Trail Map (Provided by Applicant; not included within

MDA document).pdf
Exhibit J - Environmental Assessment Report (Provided by Applicant; not included within MDA document).pdf
Exhibit K - Southeast Volusia Economic Development Plan 10.12.22_Latest.pdf
Exhibit L - Letter from Applicant outlining history of specific MDA revisions (7-10-24, 5 pgs.).pdf
Business Impact Estimate - Ord 51-24 Deering Park Rezoning.pdf
Ord 51-24 Rezoing and MDA DPIC.pdf

PUD-7-24 DEERING PARK INNOVATION CENTER
LOCATION MAP



LOCAL ROAD
SUBJECT PROPERTY
PARCEL
WATER

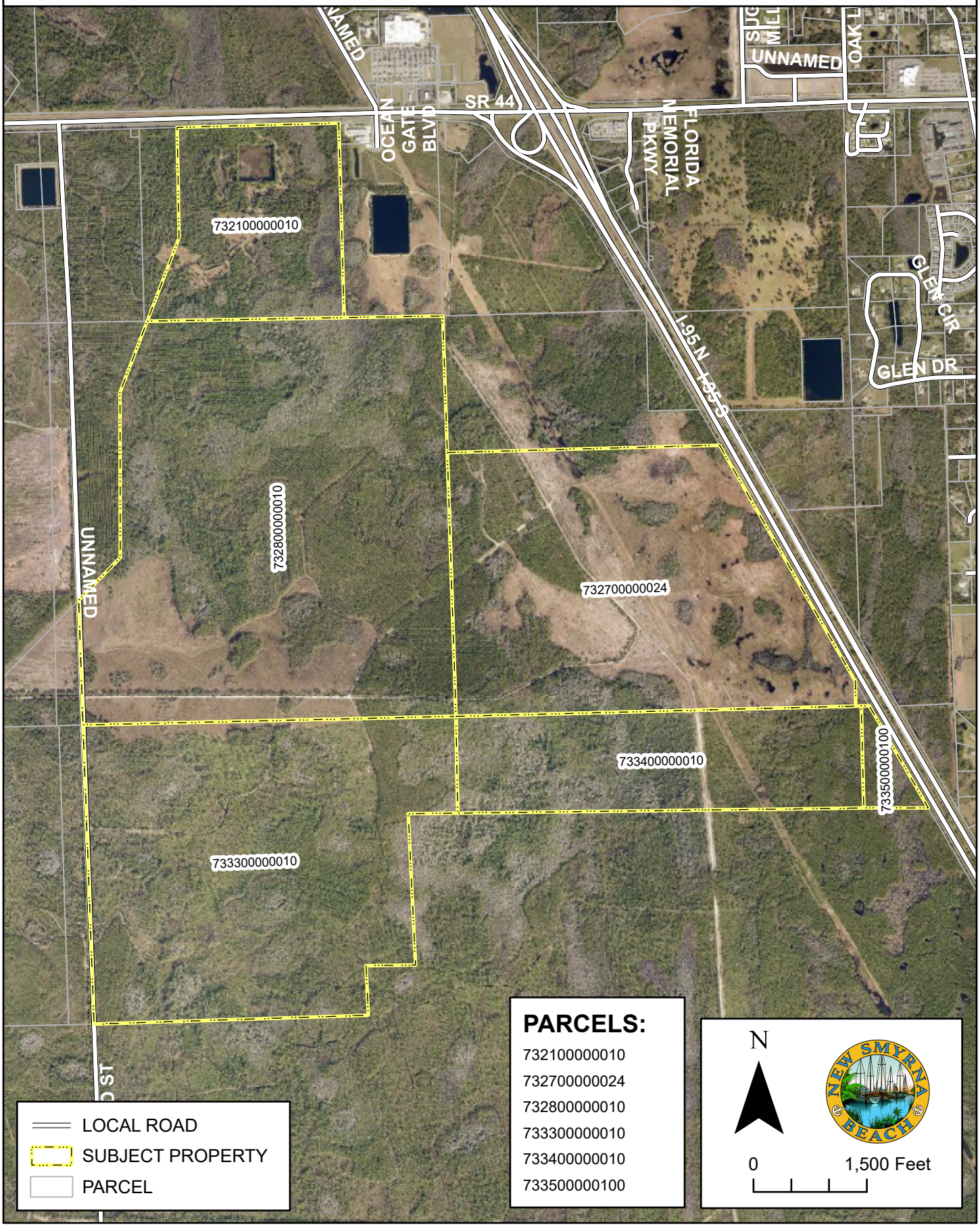
PARCELS:

732100000010
732700000024
732800000010
733300000010
733400000010
733500000100

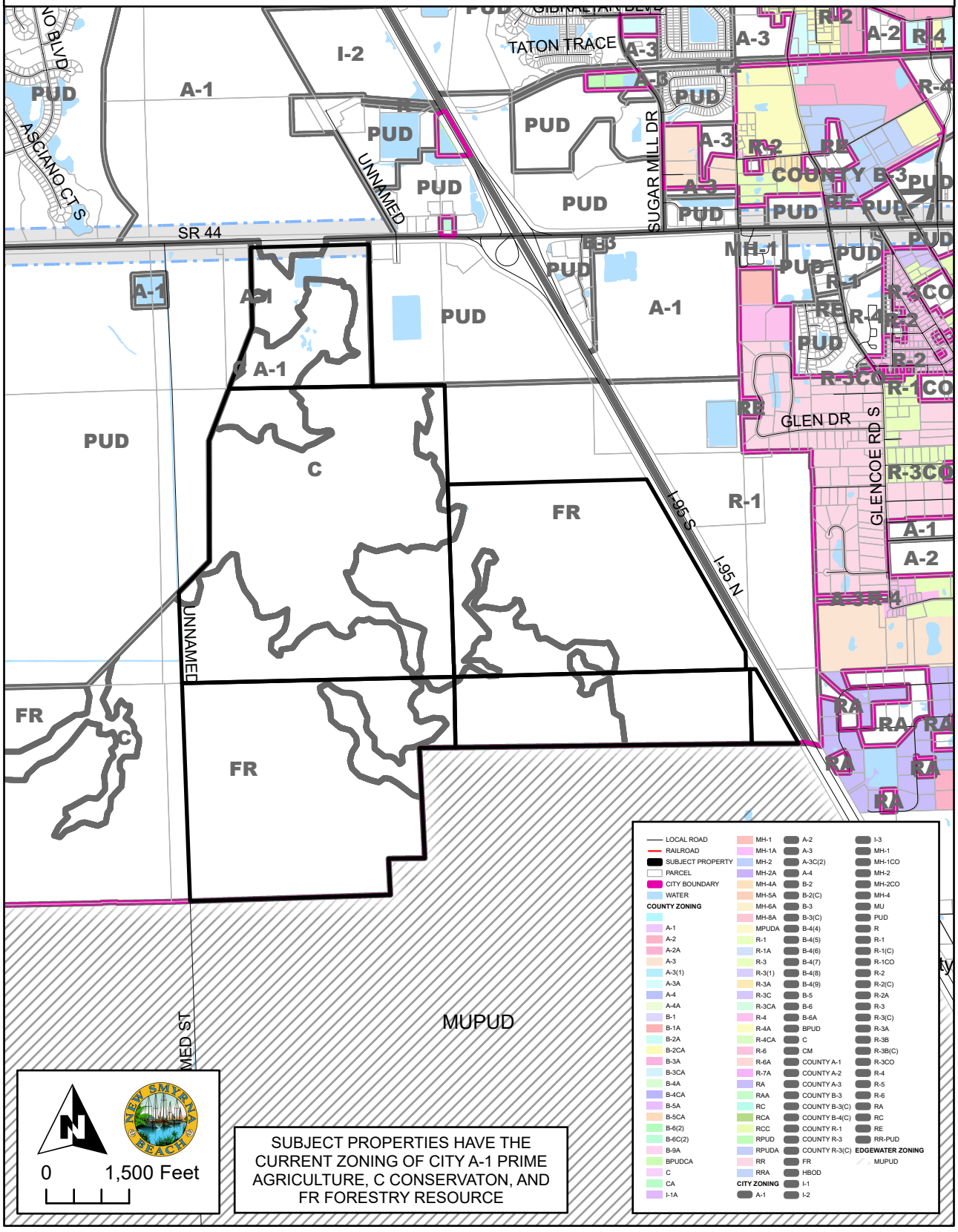
N

0 1,500 Feet

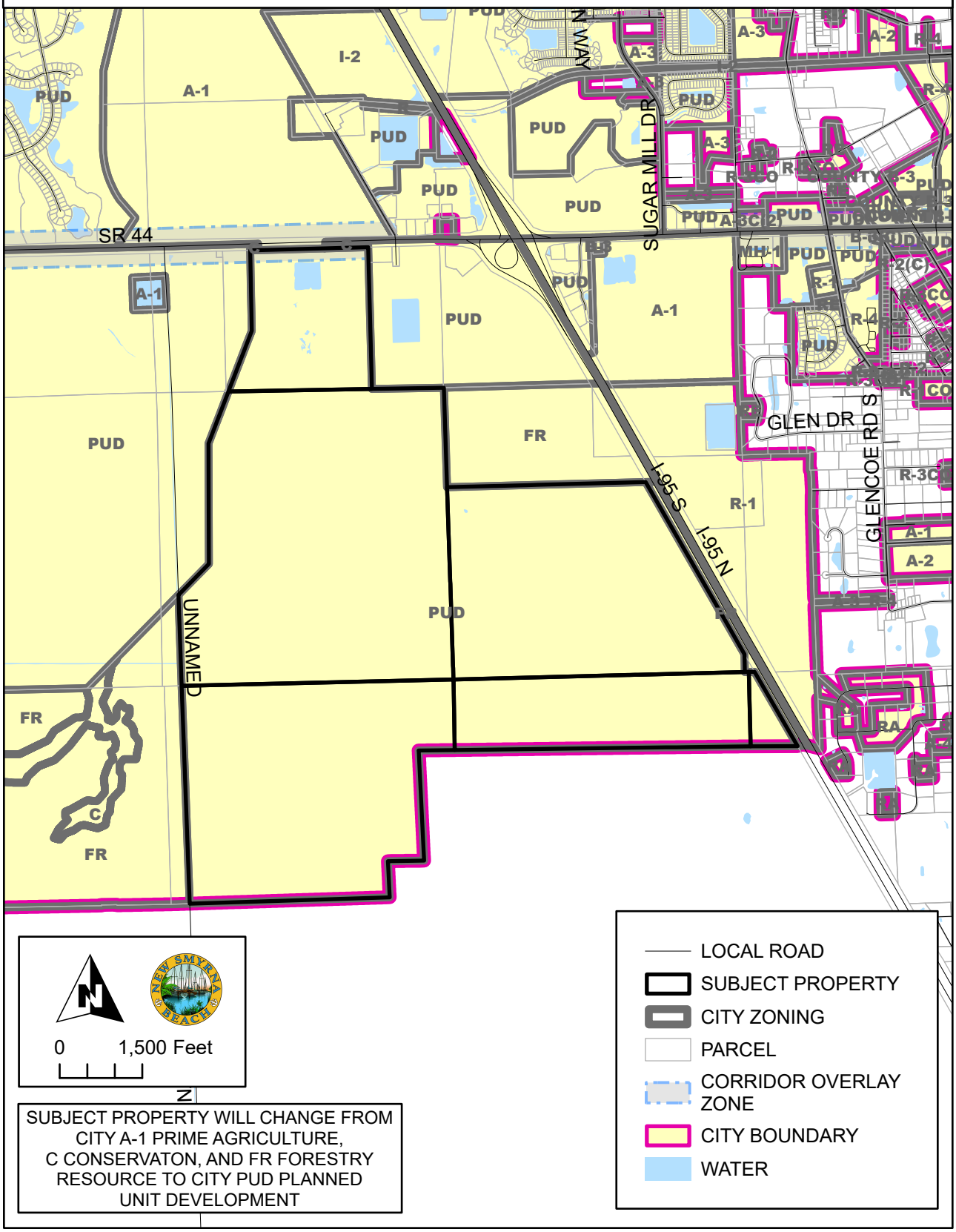
PUD-7-24 DEERING PARK INNOVATION CENTER
AERIAL MAP

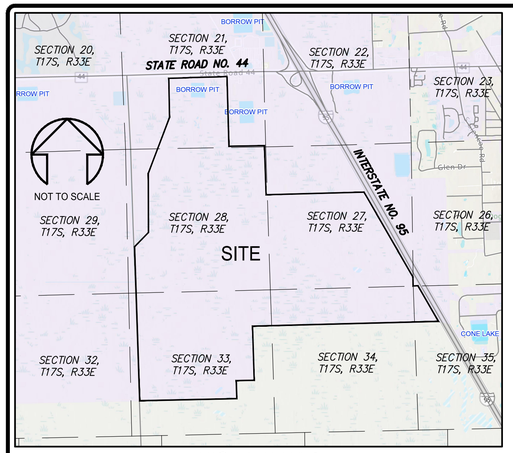


PUD-7-24 DEERING PARK INNOVATION CENTER
EXISTING ZONING MAP



PUD-7-24 DEERING PARK INNOVATION CENTER
PROPOSED ZONING MAP





VICINITY MAP

SEC 20–17–33 | STATE ROAD NO. 44 (R/W VARIES) | CENTER OF SEC 21–17–33 | CENTER OF SEC 22–17–33 PER FDOT R/W MAP

N88°48'47"E 2610.87' | N88°48'50"E 2623.35'

N88°37'05"E 1100.00' | N87°11'09"E 200.06' | N88°37'05"E 33.38'

N85°45'20"E 200.25' | N88°37'05"E 607.41' | N1°03'40"W 1441.97'

SOUTHERLY R/W LINE

RACETRAC PETROLEUM AT NEW SMYRNA BEACH MB 58, PGS. 49–50

W LINE OF RACETRAC PETROLEUM AT NEW SMYRNA BEACH

INTERSTATE NO. 95 (R/W VARIES)

0 300 600 1200

1 INCH = 600 FEET

N88°59'56"E 1303.94' | N88°59'56"E 2607.89' | N LINE OF SEC 28–17–33

POINT OF BEGINNING
NE CORNER OF SEC 28–17–33

S1°35'03"E 2566.18' | S1°35'03"E 2639.93'

W 1/2 OF THE SE 1/4 OF SEC 21–17–33

W LINE OF THE E 1/2 OF THE SE 1/4 OF SEC 21–17–33

E 1/2 OF THE SE 1/4 OF SEC 21–17–33

W LINE OF O.R.B. 6677, PG. 4114

N88°37'40"E 2693.16' | N88°09'51"E 2697.26'

N 1/2 OF THE NE 1/4 OF SEC 27–17–33

S1°53'50"E 1807.51'

E LINE OF SEC 28–17–33

N88°28'08"E 3604.94'

S LINE OF O.R.B. 7512, PG. 2252

S 1/2 OF THE NE 1/4 OF SEC 27–17–33

S29°53'16"E 924.25' | S29°53'41"E 1573.05' | S29°52'47"E 1106.83' | S29°53'20"E 1511.53'

WESTERLY R/W LINE

S0°49'06"E 324.47' | N88°08'38"E 178.56'

N20°56'10"E 2190.75' | N0°09'25"W 2184.28'

BOUNDARY LINE OF O.R.B. 6844, PG. 2780

N44°24'44"E 727.89'

N88°59'26"E 2581.97'

N0°22'11"W 2624.07'

N1°55'19"W 5667.80'

S88°40'07"W 5253.72' | S88°31'18"W 5290.43'

N88°33'57"E 5346.61'

S88°32'27"W 6836.32'

S1°50'32"E 1990.35'

S88°44'07"W 661.28'

S1°45'48"E 663.29'

S88°46'59"W 3569.67'

N88°46'59"E 9289.04'

1617.69 ACRES

NOT PLATTED

SEC 28–17–33 | SEC 27–17–33 | SEC 29–17–33 | SEC 32–17–33 | SEC 33–17–33 | SEC 34–17–33

NEW SMYRNA BEACH | EDGEWATER

DIVIDING LINE OF CITY LIMITS

CENTERLINE OF 170' R/W AGREEMENT FOR FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINES PER O.R.B. 963, PG. 305

O.R.B. 6844, PG. 2780 | O.R.B. 7814, PG. 453 | O.R.B. 6677, PG. 4114 | O.R.B. 7419, PG. 4887 | O.R.B. 7512, PG. 2252 | O.R.B. 7592, PG. 3901

LEGAL DESCRIPTION:

(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)

A PORTION OF SECTIONS 21, 27, 28, 32, 33, 34 AND 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S01°53'50"E ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 1807.51 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7512, PAGE 2252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N88°28'08"E ALONG SAID SOUTH LINE, A DISTANCE OF 3604.94 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9), HAVING A 350.00 FOOT RIGHT–OF–WAY; THENCE SOUTH ALONG SAID WESTERLY RIGHT–OF–WAY LINE THE FOLLOWING THREE (3) COURSES; S29°53'16"E, A DISTANCE OF 924.25 FEET; THENCE S29°53'41"E, A DISTANCE OF 1573.05 FEET; THENCE S29°52'47"E, A DISTANCE OF 1106.83 FEET TO A POINT ON THE EAST LINE OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°49'06"E ALONG SAID EAST LINE, A DISTANCE OF 324.47 FEET TO THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE N88°08'38"E ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 178.56 FEET TO A POINT ON AFORESAID WESTERLY RIGHT–OF–WAY LINE OF INTERSTATE NO. 95; THENCE S29°53'20" ALONG SAID WESTERLY RIGHT–OF–WAY LINE, A DISTANCE OF 1511.53 FEET TO A POINT ON THE DIVIDING LINE OF THE CITY OF NEW SMYRNA BEACH AND THE CITY OF EDGEWATER, FLORIDA; THENCE WESTERLY ALONG SAID DIVIDING LINE THE FOLLOWING FIVE (5) COURSES; S88°32'27"W, A DISTANCE OF 6836.32 FEET; THENCE S01°50'32"E, A DISTANCE OF 1990.35 FEET; THENCE S88°44'07"W, A DISTANCE OF 661.28 FEET; THENCE S01°45'48"E, A DISTANCE OF 663.29 FEET; THENCE S88°46'59"W, A DISTANCE OF 3569.67 FEET; THENCE DEPARTING SAID DIVIDING LINE, RUN N01°55'19"W, A DISTANCE OF 5667.80 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6844, PAGE 2780, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG SAID BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES; N44°24'44"E, A DISTANCE OF 727.89 FEET; THENCE N00°09'25"W, A DISTANCE OF 2184.28 FEET; THENCE N20°56'10"E, A DISTANCE OF 2190.75 FEET; THENCE N01°03'40"W, A DISTANCE OF 1441.97 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY LINE OF STATE ROAD NO. 44, HAVING A VARIABLE WIDTH RIGHT–OF–WAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE THE FOLLOWING FIVE (5) COURSES; N88°37'05"E, A DISTANCE OF 607.41 FEET; THENCE N85°45'20"E, A DISTANCE OF 200.25 FEET; THENCE N88°37'05"E, A DISTANCE OF 1100.00 FEET; THENCE N87°11'09"E, A DISTANCE OF 200.06 FEET; THENCE N88°37'05"E, A DISTANCE OF 33.38 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE WEST LINE OF RACETRAC PETROLEUM AT NEW SMYRNA BEACH, AS RECORDED IN MAP BOOK 58, PAGES 49–50, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°35'03"E, ALONG SAID WEST LINE AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6677, PAGE 4114, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2566.18 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SECTION 28; THENCE N88°59'56"E ALONG SAID NORTH LINE, A DISTANCE OF 1303.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1617.69 ACRES, MORE OR LESS.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH AND DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AS BEING S01°53'50"E.
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS–OF–WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
5. THERE MAY BE MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
℄	CENTER LINE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
LB	LICENSED BUSINESS
M.B.	MAP BOOK
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
R/W	RIGHT OF WAY
SEC	SECTION–TOWNSHIP–RANGE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050–.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H DOWST License Number 6860 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Lee H Dowst
Date: 2024.02.19 11:53:12 -05'00'

LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386–258–7999

SKETCH AND DESCRIPITON				PROJECT # 1122
DRAWN BY: LAT	DRAW DATE: 01/25/24	CHECKED BY: LHD	SCALE: 1" = 600'	FILE NAME: 1122_Innovation_surbase2.dwg
CREW: N/A	FIELD DATE: N/A	F.B./PG.: N/A		SHEET 1 OF 1

O:\Projects\1122 FAIRVIEW_Survey_Civil_3D-DWGs\Innovation Parcel\1122_Innovation_surbase2.dwg Feb 19, 2024 11:48am

DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH
PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT
7/4/24

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and Farmton North, LLC (“Owner”), a Delaware limited liability company, hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

The parties intend to plan the subject property in a sustainable manner that will provide for new job production areas in a live, work, and play manner. The project will be consistent with the comprehensive plan requirements for design of the South Village area, stressing new urbanism principles to give structure to the new development that is reflective of the assets of the older portions of the City. Additionally, the project will be planned to compliment and connect, as appropriate, to the adjacent South Village PUD immediately to the west (Sustainable Communities FLUM) and the Ocean Gate PUD immediately to the east (Southeast Volusia Activity Center FLUM).

The Deering Park Innovation Center at New Smyrna Beach (“Deering Park Innovation Center or Innovation Center”) will provide for large areas with Interstate 95 visual access for corporate headquarters and other job producers. In addition, Deering Park Innovation Center will provide for vegetated buffers and an extensively landscaped entrance into the community along SR 44 with provisions for additional job creation within a mixed-use retail goods and services, hotel, and medical services area near SR 44.

Deering Park Innovation Center will also provide an area for a regional sport complex and a police facilities site for the benefit of businesses and residents of Deering Park Innovation Center, and all of New Smyrna Beach.

Residential areas will be encouraged to develop in a manner to reduce the need for automobile transportation by providing higher densities near job creation areas and lower densities near natural vegetation areas or conservation areas and by planning for connections to encourage pedestrian, bicycle and low speed electric vehicle use, as well as internal vehicular trips, within the community.

Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

Natural vegetation areas shall be planned throughout the community to provide for maintenance of environmental assets and the potential for passive recreation.

1. PROPERTY DESCRIPTION AND OWNERSHIP

a. The property subject to this Master Development Agreement (“Agreement”) consists of approximately 1,618 acres of real property ("Property") and is described in Exhibit A.
b. The Owner holds sole title to the Property.

2. EXHIBITS

a. The Exhibits listed below are incorporated by reference, and copies or reduced size copies are attached hereto. Copies of the Exhibits in 11x17 format shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and sketch.
Exhibit B: Conceptual Master Plan, dated February 28, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit C: Conceptual Residential Gradation Plan, dated February 16, 2024, prepared by Marquis, Latimer + Halback, Inc. showing density graduation in designated residential areas.
Exhibit D: Project Roadway Sections, dated April 16, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit E: Illustrative Design Guidelines
Exhibit F: Illustrative Examples of Community Features

* Color copies of all exhibits on file with City.

3. <u>DEVELOPMENT PLAN</u>

a. City and Owner have designated the Property as "Deering Park Innovation Center at New Smyrna Beach" ("Deering Park Innovation Center").
b. The Property will be developed as a Mixed-Use Planned Unit Development ("PUD") pursuant to the City's Land Development Regulations ("LDRs"). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or another City ordinance shall control.
c. Development of the Property shall be consistent with Exhibit B - Conceptual Master Plan. The parties intend that Exhibit B is conceptual in nature which means it is an illustrative plan that demonstrates the vision for the Deering Park Innovation Center. The Conceptual Master Plan includes the planning framework for development throughout Deering Park Innovation Center, subject to adjustment through the subdivision and site planning process for each phase. The Conceptual Master Plan is based on the development principles required by the City in its comprehensive plan and LDRs, including the PUD zoning for Deering Park Innovation Center. For every phase or project, a Site Plan, or Subdivision Plat must be reviewed and approved by City Commission for each project or phase, prior to commencement of construction. The applicant has provided illustrative design guidelines attached as Exhibit E and illustrative pictures of examples of community features attached as Exhibit F that shall be part of this review, as well as the location of streets, lots, preserve areas, and ponds, along with details relating to stormwater, landscaping, streetscapes, parks, sidewalks, and other items. The standard for review will be consistency with this PUD Master Development Agreement and the City Land Development Regulations. Adaptive management planning is hereby incorporated into this Agreement to address future uncertainties by linking flexible planning strategies to decision making, and adjusting implementation, as necessary, to improve the success of the project for both the City and the Owner. Residential development shall also be

consistent with Exhibit C – Conceptual Residential Gradation Plan, as to basic areas of density. The Conceptual Residential Gradation Plan is illustrative in nature. The residential development shall be based on the overall concept of higher densities closer to job producing areas and lower densities further from such job producing areas. Actual locations shall be market driven and all types of residential development shall be permitted, provided that total residential development does not exceed the total residential units provided in this Agreement.

d. Residential development is restricted to a maximum of 2150 units. The 2,150 total Units be comprised of a mix of 925 SF Detached, 600 MF Apartments, 250 Build to Rent, and 375 Townhomes.
e. A maximum of 600 hotel rooms shall be permitted for the project.
f. The Owner will work together with the City to recruit investment in the appropriate areas by job producers, and will work with the City and County Economic Development Departments to recruit and facilitate such uses. The City and the Owner will specifically work together to develop shovel-ready industrial and/or office sites, which includes the permitting and development of stormwater and transportation infrastructure, and the pursuit of grants and economic development funding. The City shall use all available resources to attract and recruit users for Deering Park Innovation Center, including a collaborate effort to create an economic development strategic plan for non-residential uses for the Deering Park Innovation Center.
g. The Property will be developed with a vegetated buffer along SR 44, a minimum of 50' in depth, that provides a visual buffer along SR 44. The main entrance to the Deering Park Innovation Center will convey an authentic statement representative to Deering Park and New Smyrna Beach and include mature and park-like landscaping. The intent is to reflect the Deering Park theme of "Living in a Park." The buffer may include an area for electronic signage for the City to provide messages to residents and visitors, in an appropriate location as agreed between the parties as to size, scale and design.
h. The property infrastructure shall be designed to provide sufficient wiring infrastructure to permit cameras at intersections for public safety purposes.
i. The property infrastructure shall be designed to provide appropriate areas for cell towers to ensure appropriate cell phone coverage for the community, with procedures in place to provide for full disclosure of potential cell tower sites to prospective residential home purchasers prior to closing.
j. Planning for Deering Park Innovation Center shall include connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of Deering Park Innovation Center.
k. Prior to the start of any construction, the landowner agrees to provide and record a restrictive covenant over the entirety of the subject parcel to conform to the PUD restrictions providing the maximum number of residential units permitted within Deering Park Innovation Center, as a whole, and the maximum number of any residential units permitted within the Innovation Park business park area and the Mixed-Use areas.
l. Deering Park Innovation Center will include a minimum of 400 acres of Natural Vegetation Areas to be established through the permitting, site plan and/or plat process.
m. The overall PUD area shall include 50% open space. Individual phases may have less than 50% open space provided the entire PUD area provides for 50% open space.
n. Common Open Space in residential platting areas shall be required as provided in the Land Development Regulations. The location of said Common Open Space will be determined during the platting process review.

o. There have been no jurisdictional wetland determinations on this site. The applicant, in working with planners and city staff, have used the best available information to determine appropriate planning areas and uses. Jurisdictional determinations and wetland lines will be determined as part of the permitting and site plan and/or plat process.
p. Prior to any vertical construction within Deering Park Innovation Center, the applicant will work with the City to complete a fire department service concurrency evaluation, which may require an independent third-party evaluation of said evaluation at the expense of the applicant.
q. The intent of the residential portion of the project is to have diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a "cookie cutter" subdivision with identical homes in a row and to provide for diverse housing options throughout the community
r. Buildings shall strive to utilize a Florida Vernacular or other historical Florida style of architecture such as Florida Coastal or Farmhouse. Industrial buildings or buildings within Innovation Park shall be exempt from this standard.

4. STORMWATER MANAGEMENT SYSTEM PLAN

a. There has been no determination as to the amount of stormwater that will be required for the various projects within Deering Park Innovation Center, but the studies for such projects and permitting for such stormwater areas and systems shall be made during the permitting, site plan and/or platting process to ensure that stormwater runoff from the site will be less than or equal to stormwater runoff from the undeveloped site.
b. Prior to any development of the site, Deering Park Innovation Center shall complete at its expense a Stormwater Management and Runoff study to determine the existing runoff based on current conditions and runoff impacts that take into account revised climate and storm occurrence data in order to design an integrated stormwater master plan that directs stormwater into the south conservation easement areas and does not allow any runoff from the site into Venetian Bay or the proposed NSBU campus.
c. An integrated stormwater master plan including lakes, ponds, conveyances, drainage and retention facilities will be designed, permitted, constructed, and maintained in accordance with the standards of and permits to be issued by the St. Johns River Water Management District. Stormwater retention and drainage systems shall be designed and permitted as each project phase is designed and approved as part of a master system. Each phase of said stormwater system shall provide more capacity than necessary for that phase until the master system is complete. Collection and transmission facilities shall be located pursuant to the approved site plans and/or plats.
d. The Property may be developed with the use of master shared stormwater systems to minimize timeframes for development and encourage investment by job creators and to provide a system capable of preventing stormwater impacts during peak storm events.
e. Deering Park Innovation Center shall be designed as a unified project for the purpose of stormwater management. Although individual projects and phases will be developed throughout Deering Park Innovation Center, overall stormwater management will be designed in a manner to ensure that stormwater runoff to adjacent parcels resulting from development within Deering Park Innovation Center shall be equal to or less than stormwater runoff immediately prior to development based on the prevailing stormwater event/rainfall movement at the time of development, to consider sea level rise projections set forth in the NOAA Intermediate, as amended.

f. Compensating storage of floodplain impacts shall meet or exceed the standards provided in the City of New Smyrna Beach Land Development Regulations, as amended, and at a minimum provide 50% additional volume of storage with an interconnecting basin.
g. Stormwater design and construction shall prevent negative stormwater or flooding impacts to offsite properties from the site and shall be designed to have no impact on existing development or neighborhoods. Specifically, there shall be no stormwater runoff from Deering Park Innovation Center into Venetian Bay, or the NSBU campus.
h. Deering Park Innovation Center has the ability to legally access and assist in the restoration of thousands of acres of conservation lands located south of Deering Park Innovation Center. It is the intent of Deering Park Innovation Center to design and permit a stormwater management system that re-directs stormwater runoff from the Deering Park Innovation Center stormwater management system from the west to the south, as means to increase stormwater capacity and to help restore the ecosystem within these conservation areas.
i. Excluding the construction of Williamson Boulevard which may provide a separate stormwater system, a condition of development within Deering Park Innovation Center, shall be that the developers obtain full legal access for the re-direction of stormwater through and to the conservation easement areas south of the project within Deering Park North and the Farmton Local Plan tracts. Further, Deering Park Innovation Center shall design and submit permits for such stormwater flow re-direction, which shall include provisions to ensure that no stormwater runoff from Deering Park Innovation Center proceeds to lands north of State Route 44,into Venetian Bay or the NSBU campus.
j. The City of New Smyrna Beach shall evaluate said proposed stormwater and floodplain management plan during the permitting process to assess whether the goals enumerated herein have been met.
k. City facilities constructed within the Regional Park/Sports Complex area or the Police station, will be required to go through stormwater management review and permitting, but Owner agrees to work with the City during the site plan review process to address stormwater runoff from City constructed facilities and roadways in a manner that may incorporate such City facilities into allocations for the master stormwater system.
l. Proper maintenance of the master stormwater system is essential and shall be the responsibility of Deering Park Innovation Center. The cost of maintenance for the master stormwater system shall be the responsibility of either a Community Development District, subject to City approval, an expanded Deering Park Stewardship District, or a Property Owners Association.
m. Upon the design and permitting of the stormwater management system Deering Park Innovation Center shall make a presentation to the Planning and Zoning Board and City Commission to provide evidence of the lakes and conveyance system, anticipated capacity, and direction of runoff. This presentation shall include how the stormwater management system meets the goals provided in this section.
n. Subsequent to the design and permitting of the stormwater management system, a professional engineer shall provide a cost estimate for the cost of an annual analysis of said stormwater management system to ensure that said stormwater management system continues to function as designed and complies with the goals provided hereinabove, including, but not limited to, ensuring that no runoff from Deering Park Innovation Center is directed north of State Route 44. Into Venetian Bay or the NSBU campus. Said cost estimate will also include an estimated cost for construction of any

adjustment to the stormwater management system to ensure continued compliance based on said analysis. Deering Park Innovation Center shall provide a 10-year maintenance bond or letter of credit for said estimated cost of needed adjustments.

5. TRAFFIC MANAGEMENT

a. COMMUNITY CAPTURE: In transportation planning, the basis of understanding vehicle traffic flow is where trips are produced (i.e. residential units) versus where trips are attracted (e.g. retail or recreation land uses). The exchange of vehicles between these production areas and attractions on road networks clearly defines travel patterns. The creation of a mixed-use commercial village will result in increased traffic Community Capture for trips originating west of Interstate 95 that previously would be forced to continue east along State Road 44 to obtain goods and services lacking on the west side of the Interstate. A sub-area traffic study will be conducted, in cooperation with the City of New Smyrna Beach, to review this issue and the impacts on State Road 44 prior to the approval of Phase 1 development.

b. INTERNAL CAPTURE: In certain mixed-use developments like Deering Park Innovation Center, a portion of trips generated by the development remain within the project boundaries which minimize impacts to external roadways. This is known as "internal capture." Certain combinations of residential and non-residential mixed uses have shown this internal capture rate to be more than 30% of total trips generated. Deering Park Innovation Center has potential for increased internal capture which will be analyzed as part of the sub-area traffic analysis, and again in individual TIA's for each phase prior to development.

c. Willamson Boulevard segments, which connect to State Road 44, are required to be built as part of the spine road to allow for improvements within and around those segment areas within the PUD. As provided herein, Deering Park Innovation Center shall cause a right-of-way of sufficient size and agreed upon alignment to be provided to Volusia County from State Road 44 to the Edgewater municipal boundary to allow a connection with Indian River Boulevard.

d. COMMUNITY CONNECTIONS:

   i. A connecting road is planned to connect Deering Park Innovation Center with the project known as South Village to the west of Deering Park Innovation Center allowing traffic between the projects to remain off of State Road 44.

   ii. As to a roadway connection with the project known as Ocean Gate and the King/O'Reilly parcel to the south of Ocean Gate, east of Deering Park Innovation Center, [known as the East Parcel], an agreement may be reached with the owners of the land being developed on the East Parcel that said East Parcel constructs the road and connects Ocean Gate to the boundary with Deering Park Innovation Center, then Deering Park Innovation Center shall be responsible for the construction of the connecting road to East Parcel within Deering Park Innovation Center, and connecting to Williamson Boulevard, prior to the build-out of Innovation Park.

   iii. As to a roadway connection to a potential bridge crossing (flyover of) Interstate 95 for a potential connection to 10th street to the east of I-95, Deering Park Innovation Center shall be responsible for providing the required right-of-way and the construction of the connecting road within Deering Park Innovation Center from Williamson Boulevard to the west landing of any such bridge built by Volusia County or other parties.

iv. As to a roadway connection to and through Deering Park North, Deering Park Innovation Center shall cause a right-of-way of sufficient size and agreed upon alignment to be provided to Volusia County from State Road 44 to the Edgewater municipal boundary and Deering Park North through to Indian River Boulevard.

v. Traffic Planning: Residential subdivisions shall be designed for connectivity with other residential and non-residential areas, provide alternative travel routes, and minimize the use of cul-de-sacs.

e. Traffic Calming: Residential and non-residential areas shall employ road and street designs that emphasize the need for traffic calming and avoidance of areas or design that encourage speeding though such areas. Calming techniques may include but are not limited to road alignments, raised intersection tables, lane narrowing, landscaping, hardscaping, signage, and other appropriate techniques.

f. Traffic Impact Analysis and Road Improvements. There are no timelines for construction within Deering Park Innovation Center. This MDA provides for long-term planning for the subject property. However, traffic impact analyses for each phase will be needed to determine the existing background traffic and impact of proposed new plans and construction. Said traffic impact analysis for each phase shall determine any Accessory Dwelling Units (ADU's) that have been built and incorporate said ADU's into the traffic analysis.

i. Prior to any development within Deering Park Innovation Center, a sub-regional traffic analysis will be provided to the City, FDOT, and County for approval, and will be updated in conjunction with each phase of development. The sub-regional analysis will address the internal capture rate and community capture rate and refine them phase by phase. This will be adjusted with each individual TIA for the phase and then prior to commencing a new phase, the sub-regional traffic analysis will be adjusted accordingly.

ii. In addition, the parties agree that individual Traffic Impact Analyses (TIAs) will be conducted within Deering Park Innovation Center within each phase as they come on-line for development. The TIAs will be conducted according to the then-current TPO guidelines and will include the cumulative development within Deering Park Innovation Center approved as of each successive study.

g. The City recognizes that the actual development impacts of the project may change due to the mixed-use nature of the project, projected non-residential buildout horizon and future growth of the area. Therefore, in order to accommodate unanticipated development changes within the project, additional analysis to substantiate internal capture shall be provided as part of each site plan and subdivision plat submittal as part of an individual phase to the City.

h. ALTERNATIVE MODES OF TRANSPORTATION: The reliance on vehicular travel is a societal norm particularly in the state of Florida where mass transit is limited. Multiple studies have shown the benefits of walkable places which create spaces for people to interact and bond. These walkable communities also become venues for exercise. Deering Park Innovation Center will epitomize this multi-modality with its interconnected road system enhanced with an extensive network of trails. Land uses will be sited in proximity to complementary uses to encourage traveling on foot, scooter, or bicycle. The owners are committed to development of both a multi-modal plan and a traffic impact mitigation plan.

6. OVERALL PROPERTY CRITERIA

The intent of Deering Park Innovation Center is to encourage job producing mixed-use development with retail, commercial, hotel, restaurant, corporate offices, light industrial, research, office, retail, parks, and other similar uses within proximity to residential areas and with internal vehicular, bicycle, and pedestrian access between such uses. High, medium, and low-density residential uses will be located strategically to provide attainable housing and reduced traffic, locating residential areas near the job producing areas. The following Development Districts, as shown on the attached Conceptual Master Plan, shall apply pursuant to the terms of this PUD. The actual location of said Development Districts may be adjusted but the acreages shown for the Development Districts shall remain consistent. However, although the parties have agreed upon a minimum of 68 acres for dedicated public use areas, the parties may agree upon the dedication of additional public lands, such as a potential school site or additions to the Regional Park/Sports Complex, Police Station, and Utility Use area. Deering Park Innovation Center is permitted to add such public areas over and above these 68 acres of public lands, without adding additional acreage to Innovation Park.

Development Districts:

1. Mixed-Use/Commercial is a mixed-use designation designed for commercial, retail, hotel, restaurant and entertainment uses, along major arterial corridors, and some medium-density or high-density residential uses to encourage pedestrian and bicycle access. The mixed-use area adjacent to the northernmost roundabout as shown on the Conceptual Master Plan (Exhibit B) shall encourage neighborhood commercial and services to provide for the residents of Deering Park Innovation Center. The small Mixed-Use/ Commercial area shown on the Conceptual Master Plan that is east of the main Williamson Road entrance to Deering Park Innovation Center and immediately adjacent to the existing Racetrack gas station and convenience store shall be required to have a 25 ft. vegetative buffer along SR 44 and is only permitted to have a right in/right out ingress and egress to and from SR 44. This small parcel will not connect to the balance of the project to minimize impact to the adjacent wetland system.
2. Innovation Park is a mixed-use designation designed for corporate headquarters, light industrial, research, hotel (150 room maximum), small non-retail business, and office uses balanced with no more than twenty (20) percent of net usable acreage allowed for medium-density or high-density residential to encourage pedestrian and bicycle access for job producing area. The City agrees that this area provides for potential job producing areas and specifically is consistent with the New Smyrna Beach Comprehensive Plan provision for the Commercial Space Industry Opportunity Overlay Zone. The City and Owner will work together to the extent that this site can be a catalyst for the extension of infrastructure and funding to develop “pad-ready” sites for office and light industrial uses for the project. A “pad-ready” site would be defined as a subdivided lot, with vehicular access and utilities provided to the site and provision for stormwater capacity within a master or sub-master stormwater system that could accommodate the impervious surface areas to be placed on said “pad-ready” site.
3. Residential Rental Village is the designation for commercial rental communities that may include detached homes, cottages, and bungalows of no less than 800 square feet, duplex units of no less 800 square feet, townhouses, and multi-family apartments. Such commercial rental communities will be maintained as a single parcel for each project and shall not be permitted to be subdivided or sold as individual homes.

4. Residential is the designation for neighborhood residential areas that will contain a diversity of housing options with the goal of providing pedestrian and multi modal connections to nearby job producing areas. The densities of such Residential areas shall be based on proximity to the job producing and urban commercial uses to encourage pedestrian and bicycle access as depicted on Exhibit C. Therefore, areas designated residential in the southern portion of Deering Park Innovation Center, adjoining a large conservation area, should be reserved for low-density residential. The wavy boundaries between residential density categories provided on Exhibit C showing a graduation of density, from low density nearest to the conservation areas to high density closest to job creation areas, are approximate and provided to illustrate the concept, with actual density locations to be adjusted during the subdivision process. In no event shall overall project density exceed the maximum number of 2,150 residential units within Deering Park Innovation Center. The intent is to provide a wide range of housing types, sizes, and pricing, with higher densities closest to the intensive non-residential uses. Owner agrees and stipulates to prohibit short term rentals, of less than six (6) months, within the Residential District and in every Homeowners Association, which shall enforce such prohibition. Accessory dwelling units (ADU) of no more than 800 square feet will be permitted within the Residential District. Said ADUs are permitted as part of single-family residential areas. Said ADUs are only permitted after or as part of the construction of the primary dwelling and shall not count against Deering Park Innovation Center's cumulative total density. All ADU's shall provide for one (1) additional parking space, on the lot, above the principal unit's required parking count.
5. Regional Park/Sports Complex is a recreation use area contemplated to be dedicated to the City of New Smyrna in exchange for park impact fee credits. The complex site shall be a minimum of 50 acres and the actual dimensions will be determined as part of the Williamson Boulevard segment construction review. It is the goal of both parties that the width of the park area should be approximately 550 feet and the parties will work together on plans to achieve this result. Since wetland jurisdictional lines have not been established in this area, it is important to provide that it is a goal of the parties that the land provided to the City is not primarily wetlands that would increase the costs of development but should be primarily uplands. Deering Park Innovation Center shall provide a site that is a minimum of 85% developable and reasonably contiguous uplands. The City and the developer will work together, once jurisdictional lines are established, to provide an area appropriate for the use contemplated by the City for this regional park/sports complex. The City may use this property for any recreational or community use, including, but not limited to parks, sports fields, and a community center, provided such center is not used for incompatible uses such as medical uses, drug treatment centers, transient housing, or homeless shelters. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time at the option of the City. Access to said parcel is planned via a future east west road from Williamson Boulevard and transfer should only occur upon ability for the City to access said parcel via public roads or rights-of-way. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the public facilities contemplated, which are at a minimum, sport fields for the public, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in

a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures consistent with the architectural styles prevalent in Deering Park Innovation Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the regional park / sports complex area shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues, nor shall the City have a voting interest in the POA. The City and Owner will work together to the extent that this site can be a catalyst for the extension of infrastructure and funding to develop "pad-ready" sites for office and light industrial uses for the project.

6. Police Facilities Site is a municipal use for a potential police station site as shown on the Conceptual Master Plan contemplated to be dedicated to the City of New Smyrna Beach in return for Police impact fee credits. Said site shall be of sufficient size to accommodate a police substation and shall be a minimum of 10 contiguous and developable acres. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time at the option of the City. Access to said parcel is planned via Williamson Boulevard and a future east west two-lane road into Innovation Park and transfer should only occur upon the ability for the public to access said parcel via public roads. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the police substation facilities contemplated, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures on this site consistent with the architectural styles prevalent in Deering Park Innovation Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the police facilities site shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues, nor shall the City have a voting interest in the POA. The City and Owner will work together to the extent that this site can be a catalyst for the extension of infrastructure and funding to develop "pad-ready" sites for office and light industrial uses for the project.
7. Density: As defined, Low Density is 0-5 units per acre; Medium Density is 5-8 units per acre and High Density is 8-18 units per acre.
8. Vegetated Buffer Requirements:
    a. Perimeter
        i. The perimeter of Deering Park Innovation Center along the South Village project shall have a minimum 20' wide vegetated buffer.
        ii. The perimeter of Deering Park Innovation Center adjoining the conservation easement on the south side of Deering Park Innovation Center that is part of the Deering Park North project shall have a minimum 50' wide vegetated buffer.
        iii. The perimeter of Deering Park Innovation Center along State Road 44, with the exception of the access to Williamson Road, and the small mixed-use area

next to the Ocean Gate subdivision shall have a minimum 50' vegetated buffer, which may include within the buffer a 12' wide paved multi-use trail connecting to the SUNTrail network.

iv. The area adjoining Williamson Boulevard shall have a minimum 20' vegetated buffer for all areas not used by access points or road right-of-way. Multi-modal trails or sidewalks may be within said vegetated buffer areas and shall incorporate the native vegetation or trees in the design of any such multi-modal trail or sidewalks.

v. No perimeter buffer shall be required along the perimeter boundary with Deering Park North in light of the similar mixed-use of the adjoining property.

vi. No perimeter buffer shall be required along the boundary with Interstate 95 in light of the intent to design and showcase businesses to be located along the interstate.

b. No landscape buffers are required for individual cottages or homes within the rent to own area. However, the rent to own area shall have a 20' perimeter vegetated buffer.

DISTRICT SPECIFIC DEVELOPMENT CRITERIA. The following development criteria shall apply to the Districts within the Property:

INNOVATION PARK

NON-RESIDENTIAL

- Minimum lot area: 5,000 square feet
- Minimum lot width: Deering Park Innovation Center light industrial or office uses may be subdivided into 18' wide lots, an appropriate number of such lots shall then be combined to meet "building site" requirements including all minimum lot area and other standards.
- Maximum building height: 75 ft.
- Maximum building coverage: 50%
- Setbacks:
    - Other than 25 ft. vegetated setback from Williamson right-of-way all structures erected shall have -0- foot lot setback lines from lot lines located within the Property.
    - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.
    - All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.
- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
    - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
    - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
    - The maximum room size does not include any balcony, porch or deck area connected to the unit.

- No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

MIXED-USE/COMMERCIAL

NON-RESIDENTIAL

- Minimum lot area: No minimum required.
- Minimum lot width: No minimum required.
- Maximum building height: 75 ft.
- Maximum building coverage: 80%
- Setbacks:
  - Other than 25 ft vegetated. setback from Williamson Boulevard right-of-way and 50 ft. vegetated setback from SR44 right-of-way, all structures erected shall have -0- foot lot setback lines from lot lines located within the Property
  - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.
  - All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.
- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
  - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
  - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
  - The maximum room size does not include any balcony, porch or deck area connected to the unit.
  - No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

RESIDENTIAL RENTAL VILLAGE:

- Cottages:
  - Cottages do not require road frontage and may face a mew or other green space.
  - Maximum building height: 35 ft.
  - Single parcel for commercial cottages project with no individual lots
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
  - Minimum building setbacks:
    - Side: 5 ft.
    - Side Street: 10 ft.
    - Front: 15 ft.

        - Rear: 10 ft.
    - Minimum building separation: 10 ft.
- Multifamily:
    - Maximum building height: 75 ft.
    - Minimum lot area: 6,500 sq. ft.
    - Minimum lot width: 65 ft.
    - Minimum lot depth: 100 ft.
    - Minimum living area per dwelling unit:
        - 1 Bedroom: 600 sq. ft.
        - 2 Bedrooms: 800 sq. ft.
        - 3 Bedrooms: 1,000 sq. ft.
        - 4 Bedrooms: 1,100 sq. ft.
    - Maximum building coverage: 35%.
    - Minimum building setbacks:
        - Side: 25 ft.
        - Side Street: 25 ft.
        - Front: 25 ft.
        - Rear: 25 ft.
    - Minimum building separation: 30 ft.
    - Minimum open space: 20%
    - Common open space: 25% of open space
- Duplexes:
    - Maximum building height: 35'.
    - Minimum lot area: 3,000 sf.
    - Minimum lot width: 30' per dwelling unit and 60' per building.
    - Minimum lot depth: 100'.
    - Maximum building coverage: 70%.
    - Minimum building setbacks:
        - Interior Side: 5' (end units only); however, no side setback shall be required for property line along common wall.
        - Side Street: 10'.
        - Front: 20'.
        - Rear: 5'.
    - Minimum open space: 20%.
- Townhomes:
    - Maximum building height: 35 ft.
    - Minimum lot area: 1,800 sq. ft.
    - Minimum lot width: 18 ft.
    - Minimum lot depth: 100 ft.
    - Minimum living area per dwelling unit: 750 sq. ft.
    - Maximum building coverage: 90%
    - Minimum building setbacks:
        - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
        - Side Street: 10 ft.
        - Front: 20 ft.
        - Rear: 5 ft.
    - Minimum spacing between buildings: 10 ft.

- Minimum open space: 20%

RESIDENTIAL

- Single-family detached dwellings:
  - Maximum building height: 35 ft.
  - Minimum lot area: 5,500 sq. ft. however staff may permit reduced lot areas designed consistent with new urbanism principles including access alleys and rear loaded garages.
  - Minimum lot width: 50 ft.
  - Minimum lot depth: 110 ft.
  - Maximum building coverage: 70%
  - Minimum building setbacks:
    - Side: 5 ft.
    - Side Street: 10 ft.
    - Front: 20 ft. however, front setback may be reduced to 10ft. if unit is alley loaded without garage access to front street
    - Rear: 15 ft. except must maintain a minimum driveway depth of 20 ft.
  - Minimum open space: 20%.
  - Minimum accessory structure setbacks:
    - Pool: 5 ft.
    - Pool equipment: 5 ft.
    - Screen enclosure 5 ft.
    - Shed: 5 ft.
    - Generators/other mechanical equipment: 1.5 ft., however, generators must maintain a 10 ft. separation from all operable windows on adjoining lots.
    - Eaves: 3 ft.
  - Accessory structures shall not be located within required front or side setbacks.
- Duplexes:
  - Maximum building height: 35 ft.
  - Minimum lot area: 3,000 sq. ft.
  - Minimum lot width: 30 ft. per dwelling unit and 60’ per building.
  - Minimum lot depth: 100 ft.
  - Maximum building coverage: 70%.
  - Minimum building setbacks:
    - Interior Side: 5 ft. (end units only); however, no side setback shall be required for property line along common wall.
    - Side Street: 10 ft.
    - Front: 20 ft.
    - Rear: 5 ft.
  - Minimum open space: 20%.
- Townhomes:
  - Maximum building height: 35 ft.
  - Minimum lot area: 1,800 sq. ft.
  - Minimum lot width: 18 ft.

- Minimum lot depth: 100 ft.
- Minimum living area per dwelling unit: 750 sq. ft.
- Maximum building coverage: 90%
- Minimum building setbacks:
  - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
  - Side Street: 10 ft.
  - Front: 20 ft.
  - Rear: 5 ft.
- Minimum spacing between buildings: 10 ft.
- Minimum open space: 20%

- Multifamily:
  - Maximum building height: 75 ft.
  - Minimum lot area: 6,500 sq. ft.
  - Minimum lot width: 65 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
    - 4 Bedrooms: 1,100 sq. ft.
  - Maximum building coverage: 35%.
  - Minimum building setbacks:
    - Side: 25 ft.
    - Side Street: 25 ft.
    - Front: 25 ft.
    - Rear: 25 ft.
  - Minimum building separation: 30 ft.
  - Minimum open space: 20%
  - Common open space: 20% of open space
- Rear loaded homes, with garages facing alleys as opposed to streets, are permitted in all residential categories.
- Parking: Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. The calculation for the average of 4 spaces per single-family home and 3 spaces per multi-family home shall include garage spaces, and the residential units that have one car garage spaces or smaller homes with one bedroom, and on street parking specifically permitted and identified for resident parking. Parking along residential streets shall be specifically prohibited unless parking spaces are specifically designated within widened street areas.
- Although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.

a. MAXIMUM ENTITLEMENTS: Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,664 acres. The parties anticipate a range

between single-family residential and multifamily residential to be 25-40% multifamily and 60-75% single-family.

i. The City acknowledges that the location of proposed phases shown on the Conceptual Master Plan may shift to ensure sound, long range planning and development of the Property. The location of land uses, roadways and trails as provided in the Conceptual Master Plan may be altered as the Property is developed over time in accordance with the planning framework as shown on the Conceptual Master Plan, although the total acreages for Mixed-Use and Innovation Park shall not be reduced. Construction and installation of all common areas and common facilities within each phase shall be completed or bonded prior to issuance of the first certificate of occupancy for that phase.

b. Owner will subdivide the Property in phases and in accordance with the requirements of the City's LDRs. As part of the subdivision process, Owner will be responsible for ensuring that the Property will be serviced with public utilities and right-of-way access, and for providing on-site detention/retention facilities as required by St. Johns River Water Management District permitting requirements. Site development approval is contingent upon approval of the final plat of each phase of the Property. A site plan is required for a build to rent community within an approved parcel and said community is not permitted to subdivide to allow for sale of individual homes. Owner agrees to work with the City during the site plan review process to address stormwater runoff from City constructed facilities and roadways.

c. PHASING. Development is expected to be completed in multiple phases as generally shown on the Conceptual Master Plan, and individual phases may be developed and constructed simultaneously and/or in any order.

i. Residential Phasing: The City and Owner agree that the intent is to provide for a mixed-use community, rather than a residential community without job producing or other non-residential uses.

ii. Residential Unit Mix: Multi-family, townhouses, villas, and build-to-rent will be located near job-producing or other non-residential uses to support recruitment of non-residential development. Single-Family areas will be located further away from the non-residential development.

iii. Phasing of Residential and Non-Residential: The City and owner agree to the following additional limitations on the issuance of building permits for single-family residential development:

1. No building permit for residential will be issued earlier than 3 years after the approval and recording of this Agreement.
2. In addition to the 3-year period, the parties agree to further restrict the timeframe for residential development as follows:
    a. No site plan or subdivision plan for residential shall be submitted to the City until a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development have been approved by the City.

b. After a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development has been approved by the City, subdivision plats for residential may be submitted to the City pursuant to Table 1.

Table 1 (Residential Phasing Restrictions)

Phase	Start Date*	# of units	Total # of units
I	Start Date	600	600
II	Start Date + 2 years	600	1,200
III	Start Date + 4 years	400	1,600
IV	Start Date + 5 years	550	2,150

*The residential start date shall be the date that 500,000 square feet of non-residential has been constructed and site plans are approved for additional non-residential development within Deering Park Innovation Center at or above 500,000 square feet.

Accelerator Clause: The Table 1 schedule for residential phasing shall be accelerated by 1 year for every additional 1 million square feet of site plans approved for non-residential development, with a minimum of 500,000 square feet having been constructed for each million approved. For example, if, after the initial construction and site plan approval has been provided to allow for a start date, and it is beyond the three-year time restriction, then if 2 million additional square feet of non-residential development site plans are approved, with 1 million of those square feet constructed, then the schedule for Phases II, III & IV would be accelerated by 2 years. Under no circumstance shall any residential building permit be issued earlier than 3 years after the approval and recording of this Agreement.

7. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

a. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan as amended.

b. Owner shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Owner specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Owner will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

c. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

d. Each project within Deering Park Innovation Center shall require site plan reviews or subdivision plats that will be reviewed by the Planning and Zoning Board and City Commission to determine consistency with the New Smyrna Beach Comprehensive Plan, this PUD MDA and the New Smyrna Beach Land Development Regulations as provided herein.

c. Deering Park Innovation Center intends to utilize a flexible approach including but not limited to, innovative land use techniques, creative urban design, environmental protections and the judicious use of sustainable development practices and principles. To meet the aforementioned goals, the following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein.

d. Bona Fide Agricultural Uses: The parties specifically agree that the current use of the Property is bona fide commercial agriculture, including but not limited to timber and cattle, and that so long as Owner continues to use the Property for bona fide commercial agriculture, it shall be a permitted use under the terms of this PUD. Bona fide commercial agricultural activities shall maintain a 200-foot separation from permitted non-agricultural uses. The term bona fide commercial agricultural activities shall not include periodic maintenance and permitted trimming, planting, and clearing. Once a specific section of the Property is converted to a different use, and a certificate of occupancy has been issued for said different use, then agricultural use would no longer be permitted on that specific section of the Property, but all other remaining sections would still be permitted as agricultural use. The Owner shall use best management practices in the use of such agricultural uses, including, if required by such practices and permitted by the State of Florida, controlled burns to maintain the safe operation of agricultural use.

e. Innovation Park

    i. The following uses are specifically permitted:

        1. Aerospace manufacturing and research
        2. Aerospace light distribution
        3. Biomedical Manufacturing and research
        4. Biomedical light distribution
        5. Childcare facilities, including within office and corporate headquarters buildings.
        6. Coffee Shops
        7. Corporate offices
        8. Deli and food services, including within office and corporate headquarters buildings.
        9. Food and beverage processing and distribution, except the slaughter of animals
        10. Industry, light
        11. Medical and dental laboratories
        12. Medical and dental offices
        13. Medical Manufacturing and research
        14. Medical light distribution

15. Municipal and governmental buildings
16. Pharmaceutical Manufacturing and research
17. Professional offices
18. Technological Manufacturing and research
19. Technological light distribution
20. Transient lodging
21. Warehouse
22. Maximum of 20% of the area may be used for medium or high density residential.
23. A single destination icon sign as defined hereinafter is permitted as a use within Innovation Park in a location with Interstate 95 visibility.
24. Multi-tenant non-retail spaces for small businesses with warehouse and office needs.

ii. Conditional Uses as defined in the City LDR:
1. A maximum of 5% of the area may be used for Self-storage and/or Boat/RV storage facilities.
2. Specific review criteria for such a conditional use shall include the requirement that stored boats or RV's are not visible from any public road or adjoining properties and any other LDR requirement for such uses.

iii. Although any use that is not specifically permitted shall be considered excluded, the following uses are specifically excluded:
1. Asphalt Batch Plants
2. Fuel Farms
3. Concrete Production and Concrete Crushing Plants
4. Borrow Pits that provide off-site fill material. Borrow Pits that provide fill material for the subject property are specifically permitted.
5. Heavy Industrial uses similar to specifically excluded uses.
6. Recycling/Biomass electrical generation facilities

f. <u>Mixed-Use:</u>

i. The following uses are specifically permitted:
1. Assisted living facility
2. Nursing home facility
3. Adult congregate living facility
4. Ambulance service
5. Animal clinics (outpatient care only and no overnight boarding near residential)
6. Bakeries
7. Banks
8. Bowling alley
9. Business and communications systems
10. Transit Facilities
11. Car rental and leasing
12. Carwashes
13. Childcare facilities
14. Club, semi-public

15. Coffee Shops
16. College level and adult educational facilities
17. Convenience stores with gas pumps
18. Dry cleaners
19. Farmers markets
20. Financial services
21. Florists
22. Funeral homes
23. Furniture showrooms
24. Grocery stores
25. Hospitals
26. Microbrewery, micro winery and/or craft distillery
27. Museums
28. Multi-family dwelling units, along with vertically mixed live-work units with workspace on the first floor.
29. Municipal and governmental buildings
30. Offices, general, professional and real estate
31. Offices, medical, including, but not limited to, medical office buildings, health and wellness facilities, outpatient surgery, imaging and primary care facilities.
32. Pedestrian, Multimodal, Bicycle trails.
33. Personal services
34. Pet grooming (not in residential buildings or near residential areas that might be impacted by noise)
35. Pet shop (not in residential buildings or near residential areas that might be impacted by noise)
36. Restaurants, types "A," "B," "C," and "D"
37. Retail sales and services
38. RV, Boat and low speed electric vehicle sales
39. Service stations, types "A" and "B"
40. Sport facilities
41. Taverns
42. Theaters
43. Transient lodging
44. Maximum of 30% of the area may be used for medium or high density residential
45. A single destination icon sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.
46. A single electronic sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.

g. <u>Residential Rental Village</u>
   i. The following uses are specifically permitted:
      1. Single-family dwellings detached and attached [cottages, townhomes, duplexes]
      2. Pedestrian, Multimodal, Bicycle trails.
      3. Multifamily dwellings including townhomes and apartments

4. Accessory Amenities

h. Residential
   i. The following uses are specifically permitted:
      1. Single-family dwellings detached and attached [townhomes, duplexes]
      2. Pedestrian, Multimodal, Bicycle trails.
      3. Multifamily dwellings including townhomes and apartments.
      4. Accessory Amenities

i. Regional Park/Sports Complex
   i. The following uses are specifically permitted:
      1. Public Recreation and Sports Complexes
      2. Pedestrian, Multiuse, Bicycle and Hiking trails, including trails that connect to trails within the Edgewater Wetland Park and to the Florida SUNTrail system. Public trails that are built without grant funds may be eligible for park impact fee credits.
      3. Municipal and governmental buildings and ancillary parking
      4. Community Center; provided such center is not used for incompatible uses such as medical use, drug treatment centers, transient housing or homeless shelters.
      5. Farmers Market
      6. Amphitheater

j. Natural Vegetation Areas
   i. The following uses are specifically permitted:
      1. Natural Vegetation
      2. Pedestrian, Multiuse, Bicycle and Hiking trails
      3. Utility corridors
      4. Passive Recreation Use
   ii. Natural Vegetation areas shall be placed within a conservation easement consistent with the terms of this Agreement, and maintained in conservation as provided herein, without cost to the City of New Smyrna Beach, after issuance of and in accordance with St. Johns River Water Management District and other required environmental permits.

8. INFRASTRUCTURE.

k. Utilities and utility easements. New public utilities including water, wastewater, reclaimed water, electrical transmission and distribution, will be installed underground and constructed to New Smyrna Beach Utilities ("NSBU") latest Rules, Design, and Construction Specifications standards. Prior to the approval of any initial phase within this development, a master utilities plan (water, reclaimed water and wastewater) and hydraulic calculations are required and must be submitted to and approved by NSBU for both the entire development as a whole as well as any individual stand-alone phases. The master utilities plan shall comply with NSBU Water Resources System Master Plan 2016 or latest edition. Utilities shall be interconnected with all adjacent developments. All wastewater shall be discharged to the future Southwest Regional Lift Station within the South Village development to the West. Deering Park Innovation Center will provide the NSBU approximately 8 acres of land adjacent to the proposed police sub-station, with the specific location and configuration to be mutually agreed upon, when access is provided to the area to allow the NSBU to provide

for utility infrastructure, including an electrical substation and above ground water tank, large enough to provide for a maximum of 6 million square feet of non-residential use. Design and construction of the electrical sub-station and above ground water storage tank within the donated 8-acre site shall be without cost to the developer of Deering Park Innovation Center, however, the parties specifically recognize that all normal utility development fees and normal capital connection fees shall continue to be required by New Smyrna Beach Utilities. The parties recognize that Florida Power & Light constructed a transmission line through the Property. As a result, for some uses, especially residential use, additional buffers, or landscaping may be provided to assist in the compatibility with said transmission line. In addition, roadways will need to be planned in such a manner to avoid impact with the transmission line infrastructure.

l. Access easements, roadways, and rights-of-way. Access easements, roadways, and rights-of-way may be public or private within Deering Park Innovation Center and shall be designed in compliance with the City LDR or as amended by this PUD. Proposed roadway sections for the project are attached hereto as Exhibit D. A multi-use path and trail network may be provided throughout Deering Park Innovation Center in phases that will allow for connection to the regional trail network. The network of paved walkways or natural trails may provide access to community facilities, recreational facilities, job production areas and preserved conservation areas.
    i. Right-of-Way shall be provided to Volusia County for each segment of Williamson Boulevard sufficient to accommodate stormwater retention for same, which would be dedicated subsequent to design, permitting and/or construction consistent with Volusia County standards and agreements between Owner and Volusia County regarding dedication and construction of each segment of Williamson Boulevard.
    ii. Any private roads shall be maintained as a common area.

m. Sidewalks. For each individual phase, Owner shall install sidewalks in conformance with the LDR in all common areas except the trail network, as identified below, may substitute for sidewalks subject to the approval of the City's Technical Review Committee. Individual builders shall install sidewalks in conformance with the LDR in other required locations. Sidewalks shall have a minimum width of five-feet (5') within neighborhoods and six-feet (6') along arterial and collector roadways. A twelve-feet (12') wide multi-use path shall be provided along at least one side of Williamson Boulevard in lieu of one of the six-feet sidewalks. Such Multi-Use Paths may potentially allow for bicycles, pedestrians, and low speed or personal electric vehicles with appropriate speed restrictions to allow for shared use. The sidewalks or multi-use paths must be approved by the City prior to issuance of Certificates of Occupancy for each home or non-residential building. The Owner shall provide a bond or surety in a form acceptable to the City in an amount as provided in the fee resolution for the costs to complete the construction of the sidewalk for each phase, as amended from time to time, for three (3) years prior to final plat approval. Or, upon review and approval and at the City's sole discretion, the City may allow the Owner to extend the sidewalk bond for an additional two (2) year term. If sidewalks within an approved subdivision or neighborhood are not completed within three (3)

years, unless such time is extended by the City, the Owner or its successor(s) will install the remaining sidewalks, or City may utilize bond to provide same.

n. Low Speed Vehicles. All motor vehicles, including low speed vehicles as defined by Florida Statutes, shall properly registered and comply with the requirements Florida Statutes, as may be amended from time to time.

9. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE

a. "Common areas" and "common facilities" are defined as all lands and facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.

b. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier:

   i. Owner will form and incorporate a non-profit Property Owners' Association ("POA"). The final plat shall include such language as the City may deem necessary to reflect the POA's responsibilities. The POA shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, and landscaping. The POA shall have authority to establish and assess dues and fees upon its members to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments; however, property dedicated to and/or owned by the City shall not be subject to assessment. All persons purchasing property within the project shall be members of the POA. Owner may from time to time add additional covenants and restrictions or make changes in POA's by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

   ii. Owner shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Owner's provision of adequate assurances that the work will be done. For example, the City may require Owner to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

   iii. Natural Vegetation Areas provided for passive recreation and preservation will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting. Once determined, said Natural Vegetation area shall be a separate platted lot or parcel.

c. The parties anticipate the potential need for a Community Development District or the expansion of the Deering Park Stewardship District to facilitate the design and construction of the infrastructure required for Deering Park Innovation Center including, but not limited to, roads, utilities, and common stormwater systems. This will either require a separate application and approval by the City Commission or by the Legislature and Governor of the State of Florida, depending on the size of the taxing district. The parties specifically recognize the potential

need for such district and anticipate the request for same to facilitate job production and infrastructure that would allow for the use of Deering Park Innovation Center. At the Owner's option, all of the project and/or owner requirements under this agreement are hereby expressly authorized to be assigned to and/or undertaken by a Community Development District, if one is approved by the City as provided herein, without further action of the parties hereto and pursuant to Section 190.012(1)(g), Florida Statutes, or the Deering Park Stewardship District if expanded.

d. Common areas shall be identified and established as part of the site plan or subdivision platting process.

10. ARCHITECTURAL AND DESIGN STANDARDS

a. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.
b. All of the following requirements shall be met within the Property:
    i. All structures shall complement one another and shall convey a sense of quality and permanence.
    ii. Lower grade materials, such as unfinished concrete and prefabricated metal, shall be prohibited.
    iii. Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.
    iv. False or real windows shall be provided on all elevations visible from public roadways, but not including alleys, in sufficient size and number to complement the proportions of the building.
c. No more than 10% of the individual approved lot may be permitted for outside display or storage within the Innovation Park District nor shall such outside display or storage be visible from the public right-of-way or adjoining properties.
d. No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas that are visible from the public street.
e. The physical appearance of all parking lot lighting fixtures shall be consistent.
f. Deering Park Innovation Center may provide additional architectural, or landscaping standards or covenants provided same are not inconsistent with the LDR.
g. Proposed architectural design demonstrating consistency with this Section shall be submitted and reviewed as part of the site plan and subdivision process, and design guidelines for each development district shall be provided as part of the initial site plan or subdivision platting submittal for each development district. Such design guidelines for each district shall be processed and approved as a minor modification to this Agreement.
h. Deering Park Innovation Center provides various natural vegetation areas and multi-use trials throughout the project that will be considered amenities for the project. Additional residential amenities will be provided for individual projects as part of site plan and/or subdivision review with the City.

11. **WATER AND ENERGY CONSERVATION.**

a. All construction within Deering Park Innovation Center shall adhere to higher standards to accomplish water and energy efficiency and conservation. All landscape plant materials shall be either Florida native species or Florida Friendly plant material to reduce or eliminate the need for irrigation.
b. All residences will meet the Energy Star program standards provided by the United States Environmental Protection Agency and the United States Department of Energy.
c. Planning for colors for buildings shall include the consideration of the use of higher light reflective values for paint and roofing materials.

12. ENVIRONMENTAL CONSIDERATIONS.

a. Development of the Property shall comply with the LDR tree preservation requirements. However, the parties specifically recognize that all or part of the Property is permitted to remain in agricultural use, including silvicultural use for timber production. The removal of agricultural timber is governed by State of Florida Best Management Practices, and therefore, the LDR tree preservation requirements to do not apply to trees removed pursuant to bona fide commercial agricultural practice prior to development of any section of the Property.
b. Upon development of any section of the Property consistent with site plan review approval and the zoning provisions provided herein, Owner shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.
c. Burning shall not be used to clear land and there shall be no burning of cleared materials on site.
d. Parcel boundaries, development areas and Natural Vegetation Areas which provide for passive recreation and placed within conservation easements, will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting, and therefore the locations as shown on the Conceptual Master Plan are subject to change which shall not require an amendment to this MDA.

13. SIGNAGE

a. The PUD shall have a uniform sign program, as follows:
    i. State Road 44 Entrance: The major signage near Deering Park Innovation Center's entrance at State Road 44 shall have special signage to reveal the commercial, office, hotel or other usage within the mixed-use area with immediate access to SR 44. Said signage specifically may include an electronic sign that can provide the ability for the City to provide public announcements. The electronic sign shall be subject to DOT review and approval if required.
    ii. Residential: All signage for residential uses shall be developed in accordance with the City's LDR requirements.
    iii. Commercial, Industrial, and Institutional: All signage for commercial, industrial and institutional uses shall be developed in accordance with City's LDR requirements, with building mounted and illuminated signage permitted along Interstate 95 frontage. Buildings fronting on Interstate 95

may also provide decorative and attractive illumination of the buildings fronting the interstate.

b. The PUD has also provided as specific permitted uses, the following described structures:
    i. Destination Sign: A maximum building pad of 50' x 50' for a monument icon tower with a maximum height of 50' feet shall be permitted along Interstate-95. The Destination Sign may be landscaped and illuminated, and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line.
    ii. Entry Monument Sign: An entrance icon similar in design shall be permitted at the entrance to Deering Park Innovation Center from SR 44. Said SR 44 Icon destination signage shall be limited to 25' in height. The Entry Monument Sign may be landscaped and illuminated, and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line.

14. **ATTAINABLE HOUSING.**

a. The parties recognize the importance of providing a wide range of housing options at various price points. The existence of attainable housing to a wide range of households is key to recruiting businesses and economic growth. The businesses that Deering Park Innovation Center intends to attract will need a diversity of workers to thrive and grow; and those workers in turn need a range of attainable housing options. Deering Park Innovation Center provides attainable housing options with 600 apartments and 250 build-to-rent units which represent nearly 40% of the total residential units within Deering Park Innovation Center.
b. Additionally, accessory dwelling units (ADU's) are permitted as part of single-family residential areas, which provides additional opportunities for attainable housing. Said ADU's shall not exceed 800 square feet.
c. These attainable housing options will help recruit and retain businesses within Deering Park Innovation Center and support economic development efforts.

15. SCHOOL CAPACITY

a. Deering Park Innovation Center at New Smyrna Beach will be developed in phases. The residential component of Deering Park Innovation Center at New Smyrna Beach, which potentially encompasses several phases, will require a concurrency evaluation for school capacity and for the Owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the Volusia County School Board to enter into a capacity enhancement agreement to provide for the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to dedicate a school site of at least thirty (30) usable acres to the Volusia County School Board based upon negotiations for use of the parcel for school capacity construction within a timely manner with a provision for re-acquisition (upon surrendering of impact fee credits granted in exchange for the dedication) if the property is not used for such school construction Or, if the school site dedication is not desirable to the Volusia County School Board, in its absolute discretion, may require the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and

assigns, to otherwise provide for sufficient student capacity. Capacity and concurrency issues will be re-evaluated simultaneously with any subdivision plat or site plan review.

b. The density permitted on the property that is the subject of Deering Park Innovation Center at New Smyrna Beach prior to amendment was for 140 single family dwelling units. The comprehensive plan amendment does, and the Deering Park Innovation Center PUD (or any other development permitted within the Deering Park Innovation Center at New Smyrna Beach) shall, limit the number of dwelling units at Deering Park Innovation Center to no more than 2150 dwelling units. However, the City of New Smyrna Beach may not issue any preliminary site plan approval or approve or enter into any plats for the residential component of Deering Park Innovation Center at New Smyrna Beach, or permit or allow the construction of any dwelling units within the said residential component, until such time as the aforesaid capacity enhancement agreement is entered into between the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the School District and a Finding of Adequacy is issued and provided to the City of New Smyrna Beach by the School Board.
c. In the event of an application to increase the number of dwelling units above 2150 dwelling units or if the number of dwelling units approved for the Deering Park Innovation Center at New Smyrna Beach exceeds 2150 dwelling units, then the excess units (over 2150 dwelling units) shall be subject to school concurrency review.
d. Public schools are consistent uses and are permitted in the Deering Park Innovation Center at New Smyrna Beach.

16. EFFETIVE DATE; COMPLETION SCHEDULE.

a. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.
b. The parties recognize that this is a large-scale, long-term plan for mixed-use development of Deering Park Innovation Center. The parties recognize that there is a mutual desire for quality development and job production and that this use is market driven. Therefore, there is no timeframes required for submittal of applications for all construction permits for the development, or for the first phase of a phased development or completion of construction, other than requirements within the land development code.
c. This PUD is binding on Owner, and on Owner's successors in interest and assigns.
d. This Agreement is valid for a period of 30 years from the date of execution by both parties, unless extended, in writing, by both parties. In the event no construction has occurred within Deering Park Innovation Center within this timeframe, the development rights within this PUD shall expire. However, construction of any part of Deering Park Innovation Center, including the construction of the first segment of Williamson Boulevard from State Road 44 to a new intersection within

Deering Park Innovation Center shall vest this Agreement. Upon said construction the terms of this MDA shall be considered in full force and effect.

17. MINOR MODIFICATIONS.

a. The following may be administratively authorized as minor modifications to this Agreement:

i. Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the PUD approval process;

ii. Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

1. Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

2. Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

3. Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

4. Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the utility and stormwater management systems;

5. Increases of five percent or less in the total number of parking spaces.

iii. Modifications of up to 5% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

1. Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

2. Modifications that increase building height more than 3% or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

3. Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 10% of the original requirement for the area in question; and

4. Modifications that would unduly impact public utilities.

This Paragraph is not intended to modify permitted Conceptual Master Plan adjustments to the size and location of the Development Districts outlined in this Agreement.

iv. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

v. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the

submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

vi. Approved modifications shall be noted on the official plan documents.

18. AMEDMENTS.

a. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

b. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:

   i. The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

   ii. If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

   iii. For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

19. VARIANCES

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners association/s representing all property owners within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

20. **COMPLETE AGREEMENT**

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the property owner.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered
in the presence of:

CITY OF NEW SMYRNA BEACH,
a Florida Municipal Corporation

_____
Witness 1

By: _____
Fred E. Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Kelly McQuillen, City Clerk

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___day of _____, 20___, by **FRED E. CLEVELAND and KELLY McQUILLEN, Mayor and City Clerk**, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

(Seal)

_____
Notary Public

APPROVED AS TO FORM AND CORRECTNESS
As Attested to

By: _____
City Attorney, Carrie Avalone

Dated: _____

Signed, sealed and delivered
in the presence of:

FARMTON NORTH, LLC,
a Florida limited liability company

_____

By: _____

Witness 1

Print Name: _____

_____
Print Name of Witness 1

As: _____

_____
Witness 2

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ as _____ of FARMTON NORTH, LLC, a Florida limited liability company, who [ ] is personally known to me or [ ] has produced _____ as identification.

(Seal)

_____
Notary Public

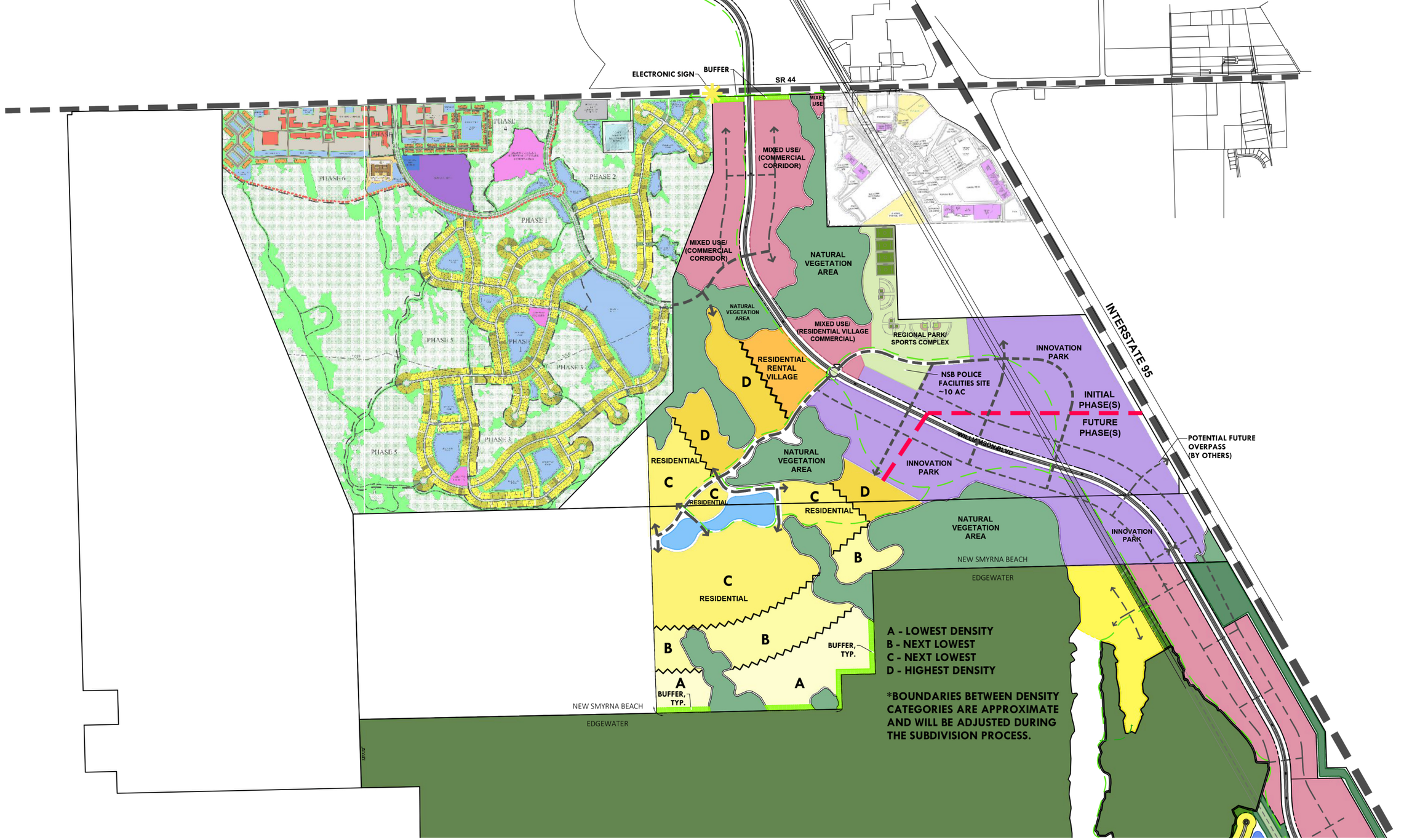


EXHIBIT B - CONCEPTUAL MASTER PLAN

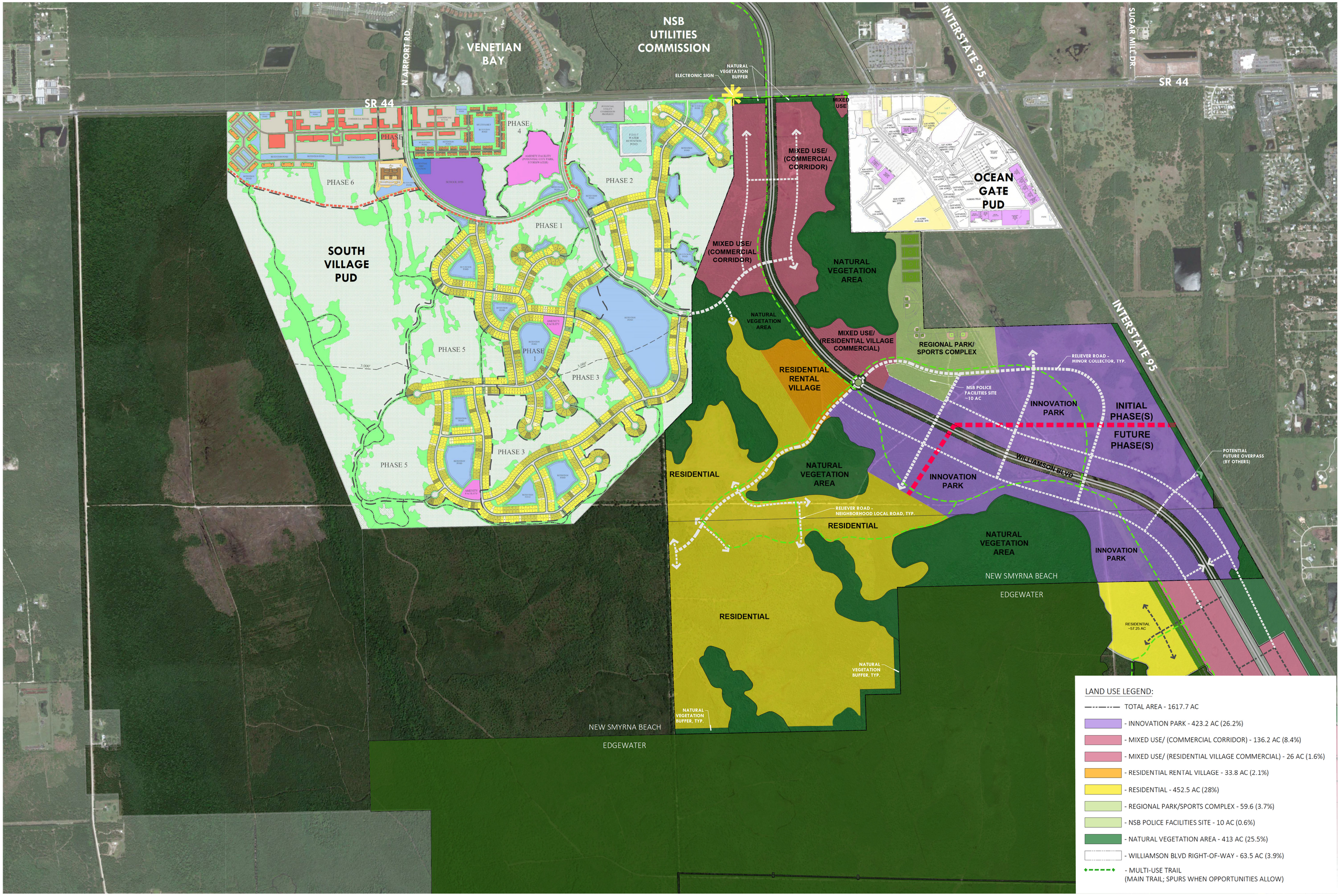
scale: 1"= 1800'
02.28.2024

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 900' 1800' 3600'
SCALE: 1"=1800'

ML+H

1297



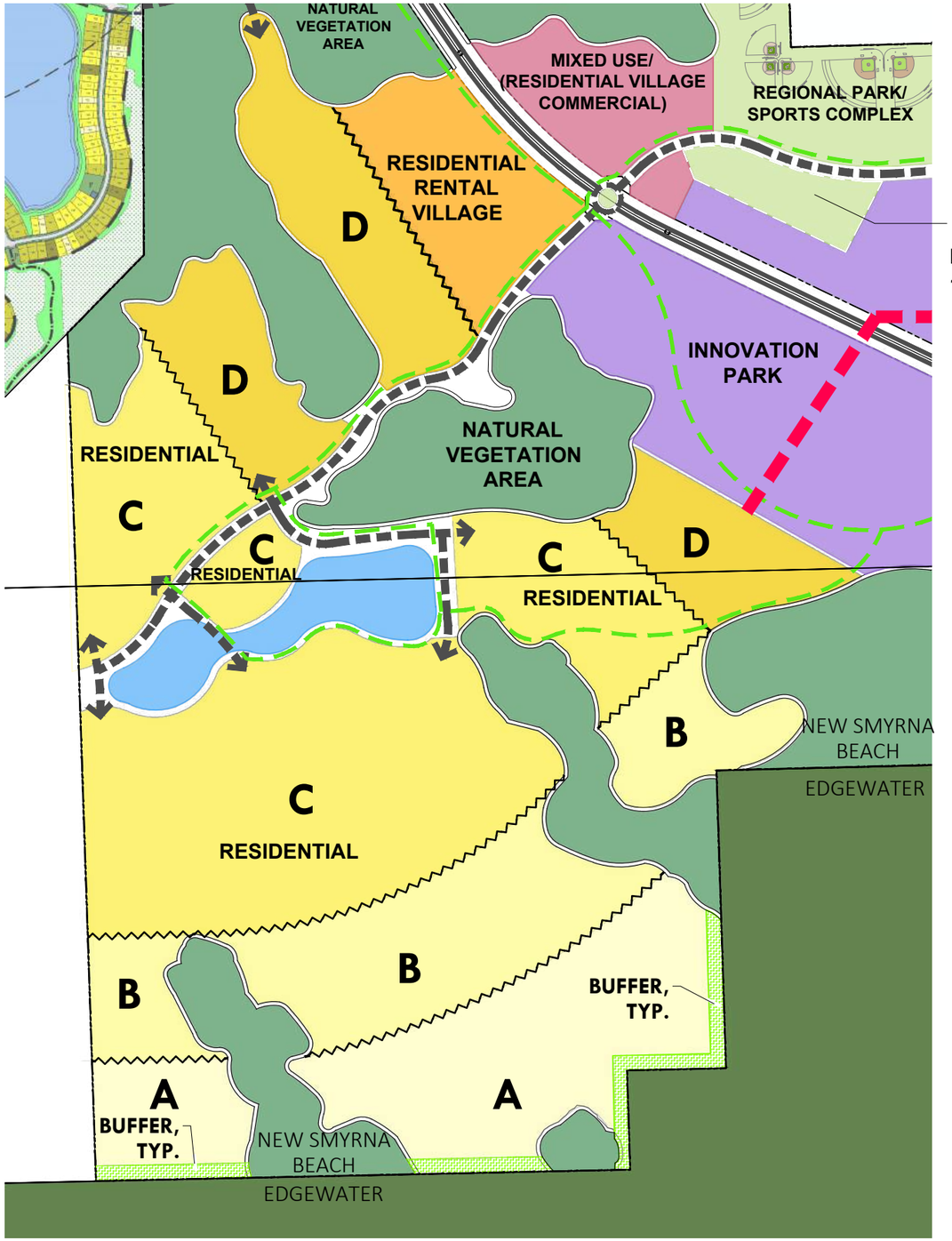
DEERING PARK INNOVATION CENTER - CONCEPTUAL MASTER PLAN EXHIBIT

scale: 1"= 600
04.12.2024
1298

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 300' 600' 1200'
SCALE: 1"=600'

ML+H



A - LOWEST DENSITY
B - NEXT LOWEST
C - NEXT LOWEST
D - HIGHEST DENSITY

***BOUNDARIES BETWEEN DENSITY CATEGORIES ARE APPROXIMATE AND WILL BE ADJUSTED DURING THE SUBDIVISION PROCESS.**

EXHIBIT C - CONCEPTUAL RESIDENTIAL GRADATION PLAN

scale: 1"= 900'
02.16.2024

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 450' 900' 1800'
SCALE: 1"=900'

ML+H



Contents

1 Williamson Blvd (200' ROW)

2 Minor Collector (60' or 70' ROW)

3 Neighborhood Higher Density (50' ROW)

4 Neighborhood Higher Density (60' ROW, No Street Parking)

5 Neighborhood Higher Density (60' ROW, Street Parking, 1side)

6 Neighborhood Higher Density (60' ROW, Street Parking, both sides)

7 Neighborhood Lower Density (60' ROW, Driveways)

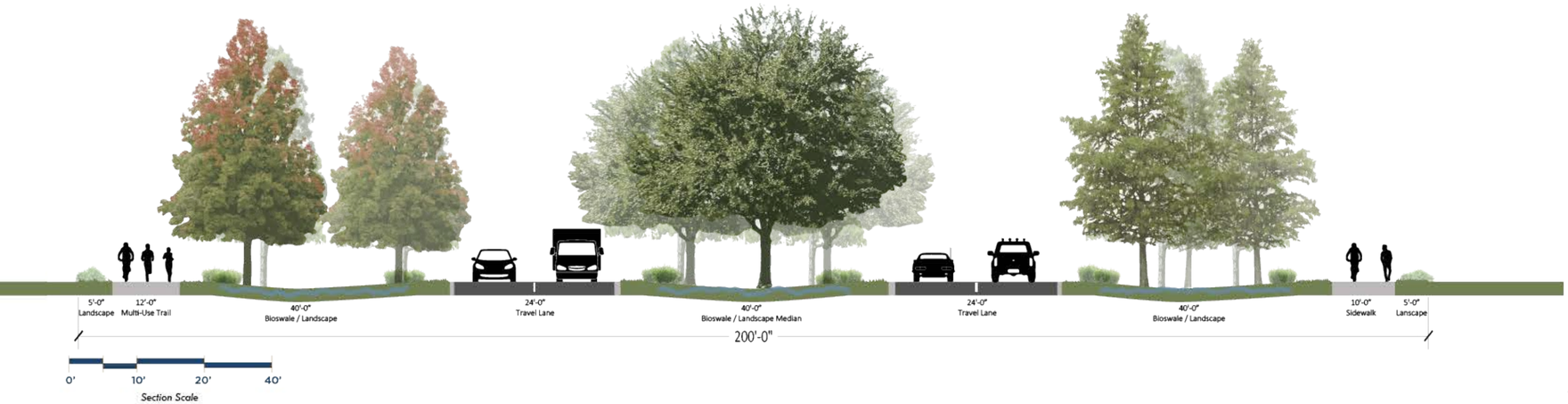
Deering Park Innovation Center

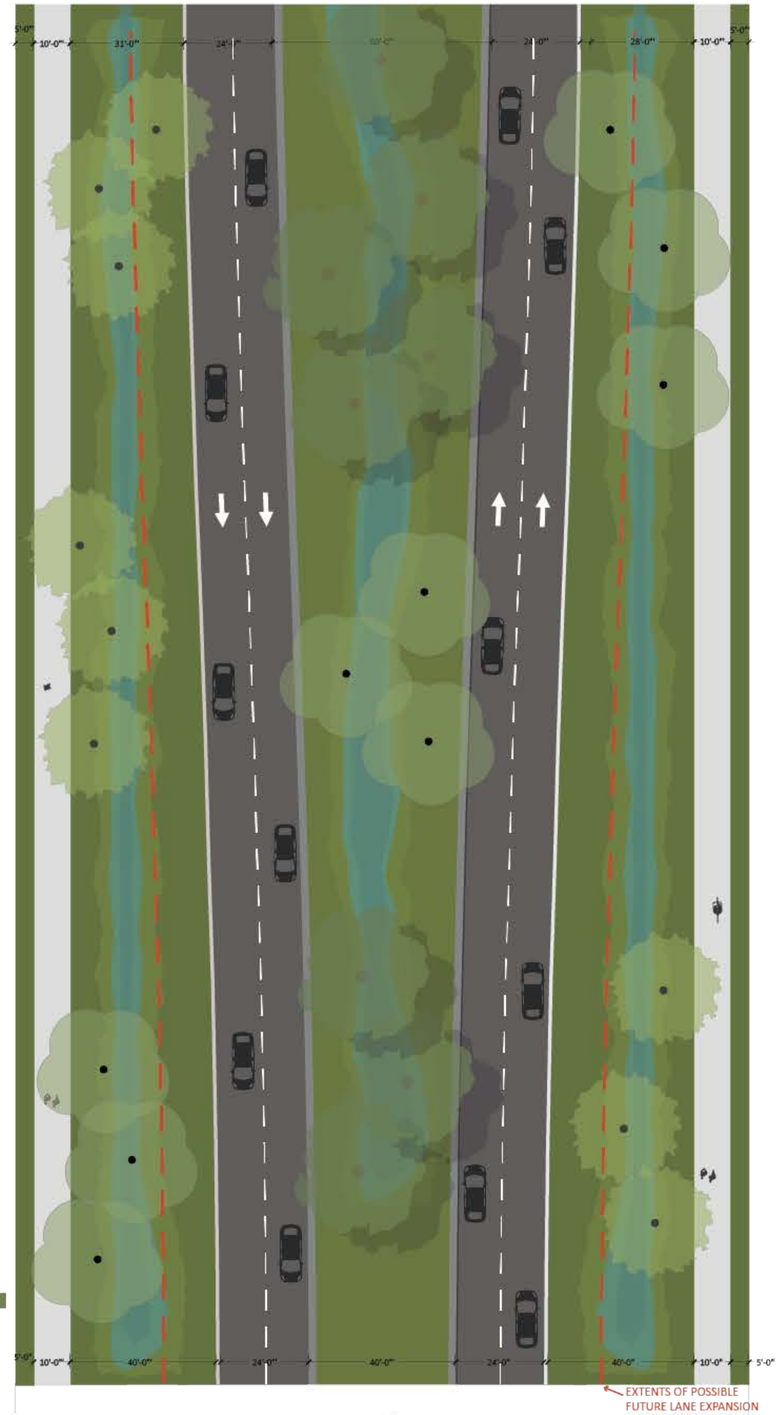
Roadway / ROW Typologies

April 16,2024 version 4.1



TYPOLOGY KEY





Williamson Blvd (200' ROW)

Transect Typologies: Deering Park Innovation Center

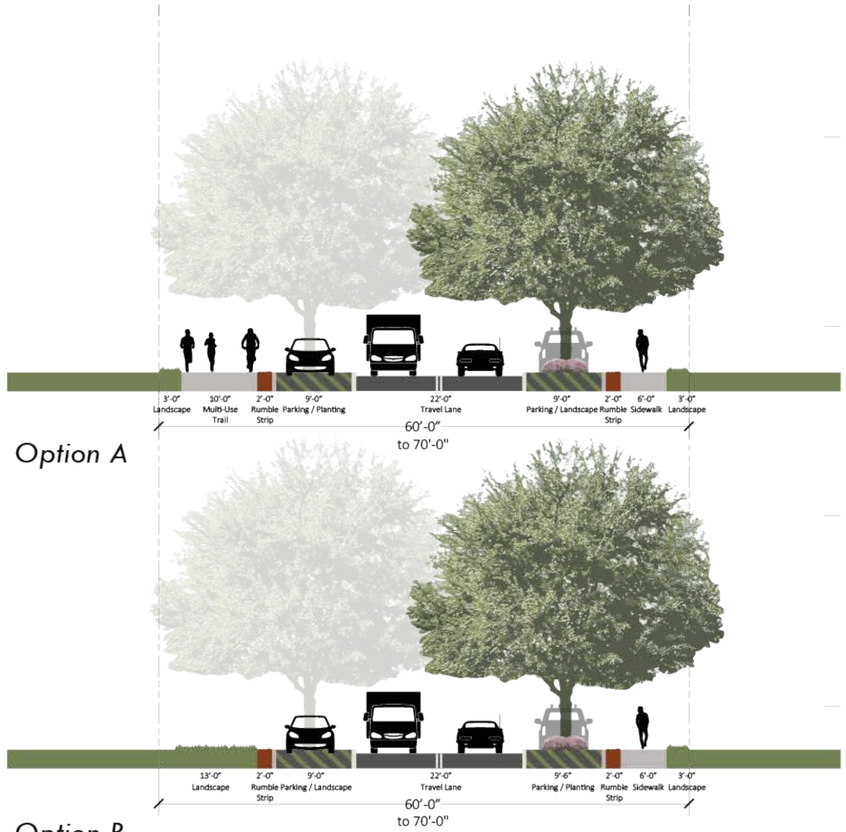
ML+H Project 19.19.10
April 16, 2024

0' 20' 40' 80'
Plan Scale

1



TYPOLOGY KEY





Option A: Parking Optional



Option B: Parking Optional

0' 20' 40' 80'
Plan Scale

Minor Collector (60’ or 70’ ROW)

Transect Typologies: Deering Park Innovation Center

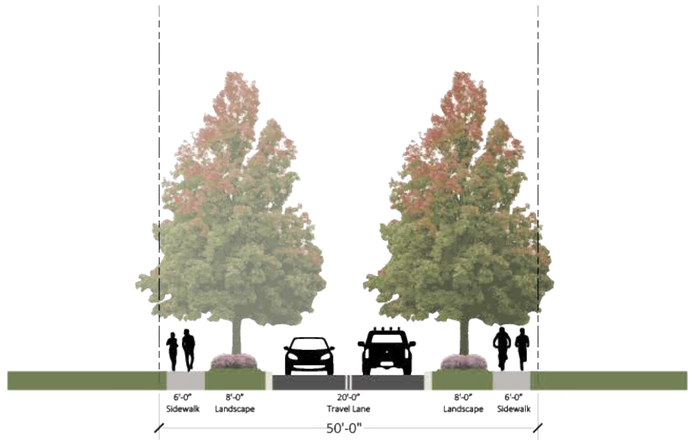
ML+H Project 19.19.10
April 16, 2024

2

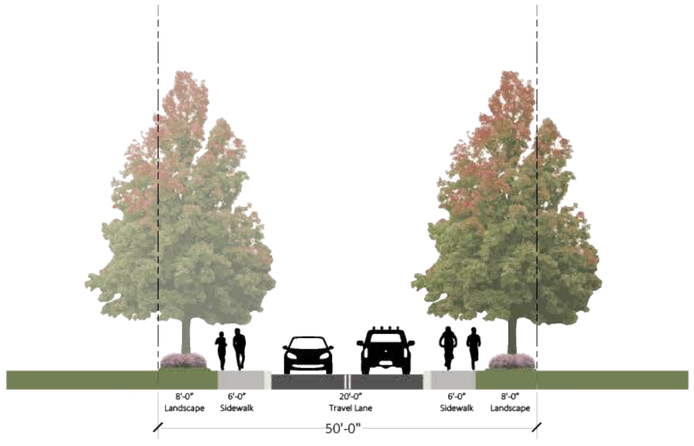


TYPOLOGY KEY

SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE

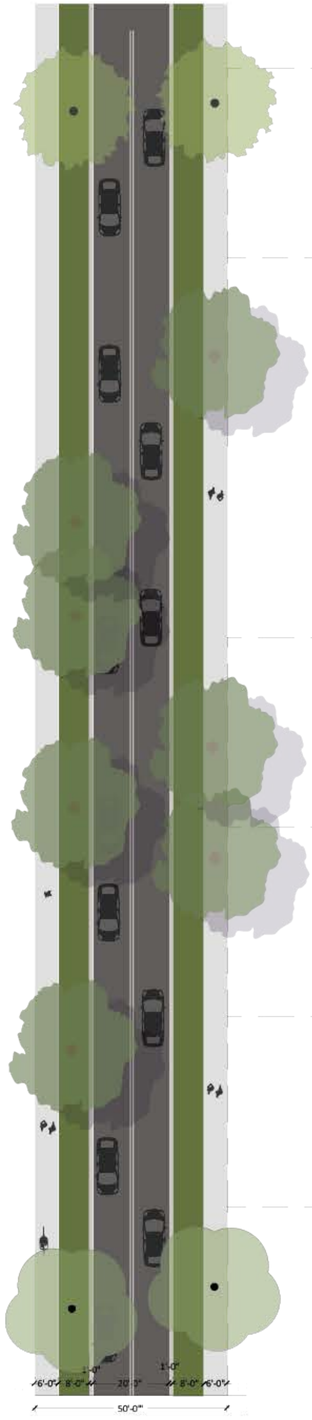


Option A



Option B





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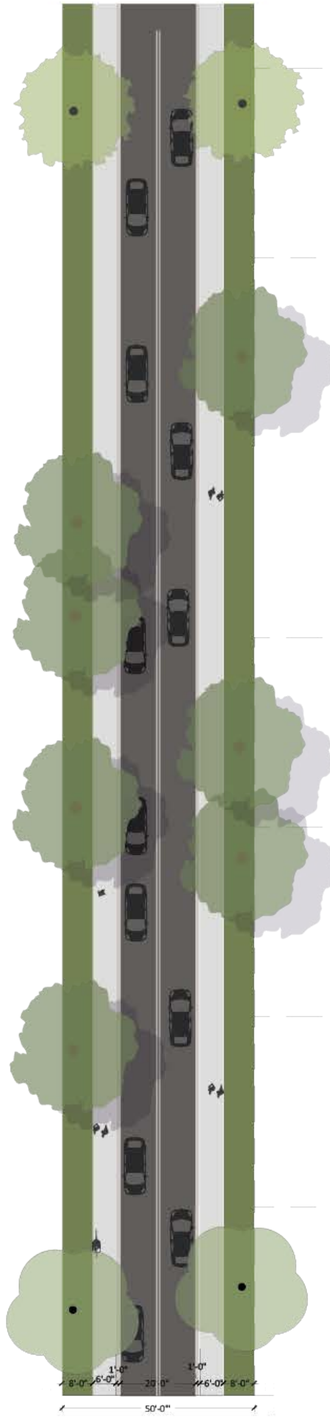


Option B



Neighborhood Higher Density Zones (50' ROW)

Transect Typologies: Deering Park Innovation Center

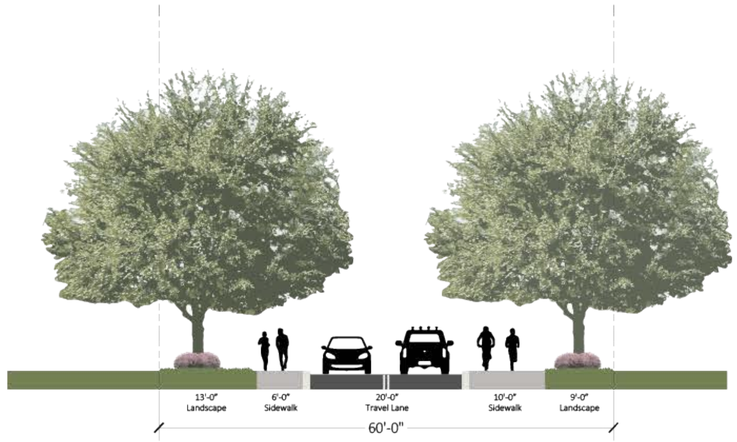
ML+H Project 19.19.4

November 10, 2020

3



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



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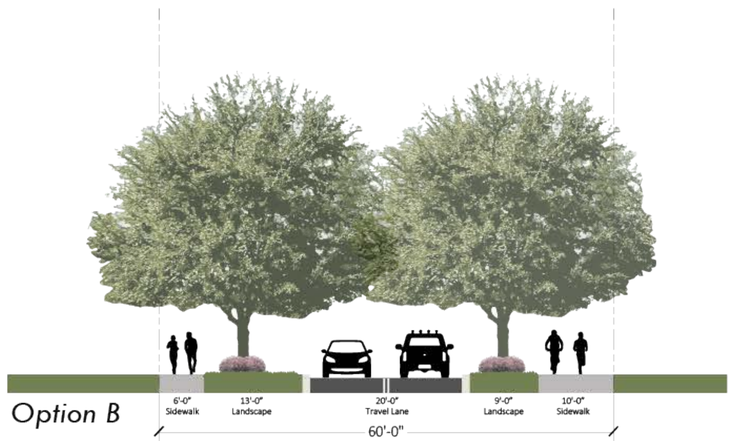


Option B



Section Scale



Option A



Option B



Plan Scale

Neighborhood Higher Density Zones No Street Parking (60' ROW)

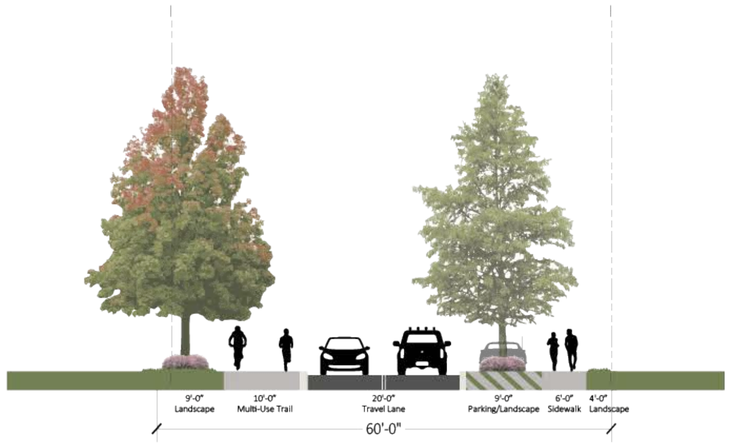
Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10
April 16, 2024

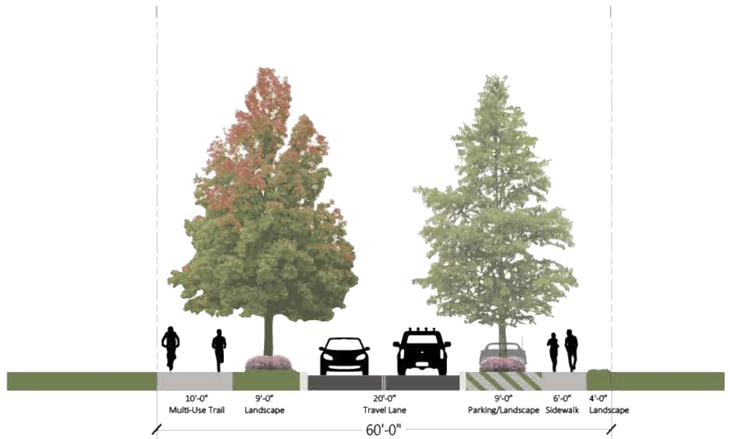
4



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



Option A



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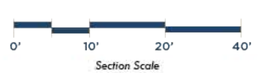
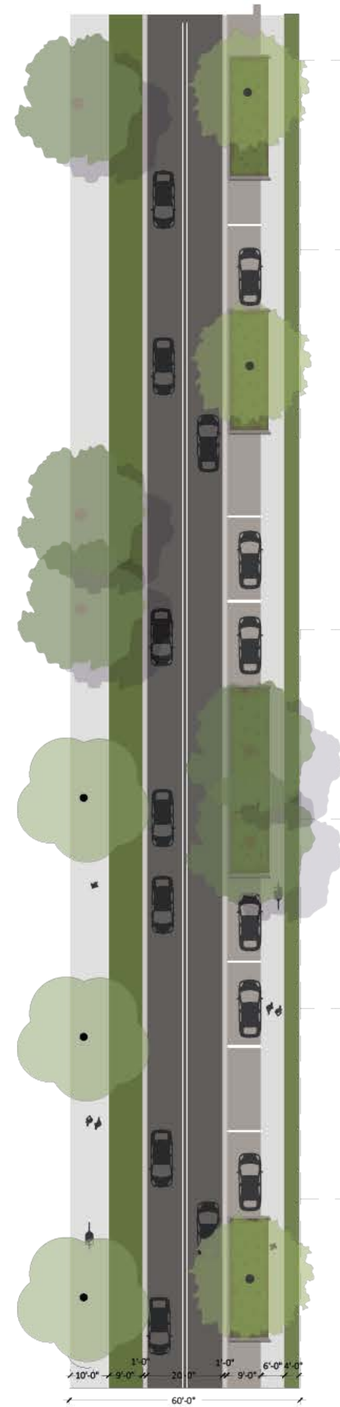




Option A



Option B



Neighborhood Higher Density Zones

Transect Typologies: Deering Park Innovation Center

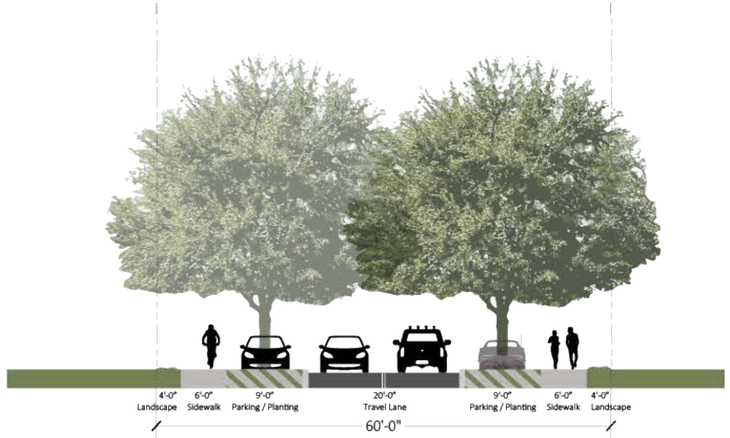
Street Parking, 1 side (60' ROW)

ML+H Project 19.19.10
April 16, 2024

5



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



Option could have on street parking on both sides.



Section Scale





Plan Scale

Neighborhood Higher Density Zones

Street Parking, both sides (60' ROW)

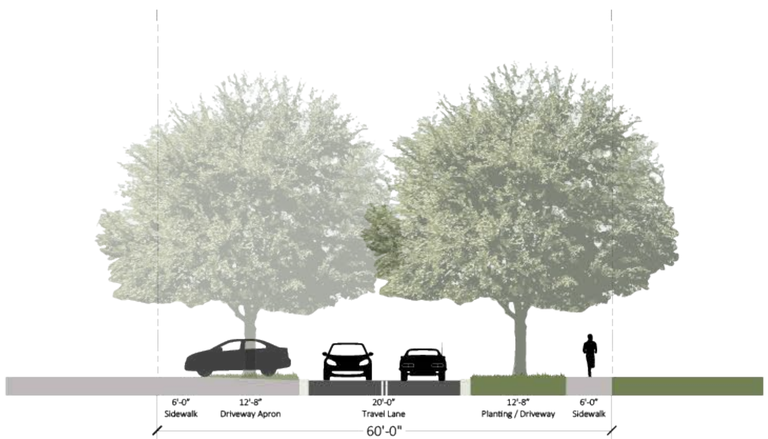
Transect Typologies: Deering Park Innovation Center

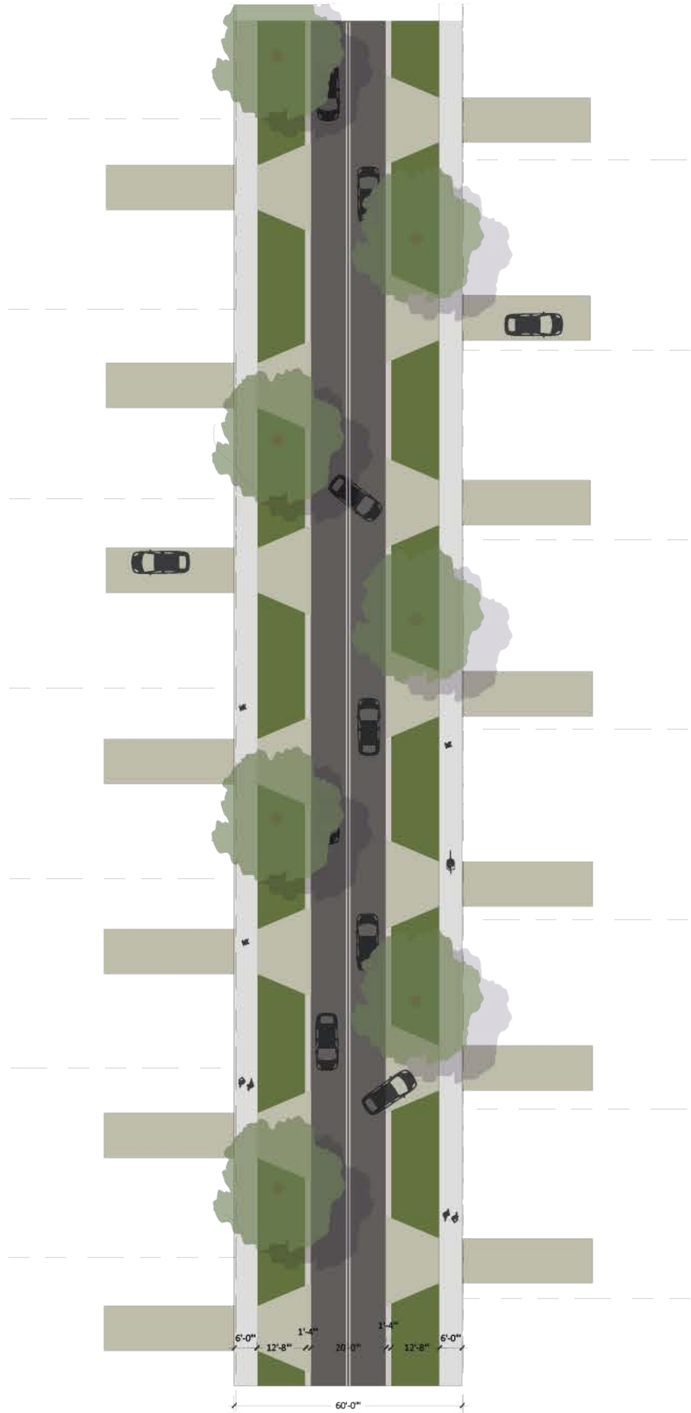
ML+H Project 19.19.10
April 16, 2024

6



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE





Neighborhood Lower Densities (60' ROW)

Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10
April 16, 2024

EXHIBIT E: DESIGN GUIDELINES

DESIGN GUIDELINES These design guidelines provide information to assist with developing subdivision plats and site plans for the creation of the authentic Deering Park Innovation Center community, along with Exhibit "F" – Illustrative Examples of Community Features, which consist of photographs of various conditions and features. They are designed to provide guidance only and not to represent exact requirements.

1. . Build-to Lines:
    a. Buildings shall be positioned on lots to emphasize and enhance the public realm within the rights-of-way by providing building setbacks and build-to lines. Buildings shall not cause sight distance conflicts at intersections of roadways or alley ways. Setbacks and build-to lines which encourage the use of alleyways and/or front porches are highly recommended.
    b. Setbacks shall be established for residential and non-residential uses as described in the PUD Districts. Variations in setbacks/build-to lines along roadways shall be encouraged to provide visual relief while promoting front-porch communities and walkability.
    c. Elements such as stoops and stairs may encroach into the front setback and build-to lines.
2. Lighting: Outdoor lighting requirements shall be designed to direct lighting downward in accordance with dark skies techniques in order to reduce light pollution. Specific lighting types, fixtures, illumination times, energy efficiency and intensities shall be addressed in subdivision plats and site plans for each phase.
3. Walkability:
    a. The interconnected network of local streets shall be designed at lower speeds (25 mph or less) as an amenity to pedestrians and cyclists. On-street bicycle and low speed vehicles including golf carts shall be permitted on local streets but not collectors.
    b. Safely lit sidewalks with physical separation from adjacent roadways (via curbing or otherwise adequate spatial separation) shall be provided to encourage night-time use.
    c. Woonerfs, or streets designed to be shared with pedestrians, shall also be encouraged in appropriate locations in the design of neighborhoods.
    d. In all residential areas, the planting of street trees shall be required to provide shade over time and promote pedestrian activity, recognizing that these street trees cannot cause impacts to sidewalks, underground utilities or streets and must be placed in appropriate locations.
4. Block Size:
    a. Other than to preserve natural resources or accommodate large employers, block sizes should not exceed 1400 ft. maximum length.
    b. Blocks may be larger and the roads irregular to accommodate natural conditions and large employers, but the intent is to provide connectivity to improve circulation.

c. The intent of the project is to have diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a “cookie cutter” subdivision with identical homes in a row and to provide for diverse housing options throughout the community.

5. Parking Locations (on- and off-street):
    a. Off-street parking requirements shall be in accordance with the City of New Smyrna Beach Land Development Regulations, as amended by this PUD Agreement, which incorporate maximum parking space requirements in addition to minimum parking provisions. Shared parking is also encouraged to reduce the amount of parking. Golf cart and bicycle parking shall also be provided in all non-residential areas.
    b. Off-street parking must accommodate sidewalks and pedestrian safety between the principal building entrance(s) and the street right-of-way. Off- street parking shall not be permitted between the principal building and the right-of-way, if parked vehicles are likely to obstruct sidewalks or create sight distance problems at intersections. Parking plans must be approved as part of the subdivision plat or site plan.
    c. Parking for electric vehicles - Off-street and on-street parking spaces reserved for electrical vehicles, augmented with charging stations, shall be encouraged.
    d. Temporary event or overflow parking for non-residential uses shall be allowed on level grass lots or other non-paved surfaces. Such parking is specifically not allowed within Swale or Dry Stormwater Retention Areas.
    e. Off-street parking for non-residential uses is encouraged to locate a minimum of 50% of such parking in the rear of primary structures. Parking in the front of primary structures may be appropriate on a caseby-case basis as part of an overall site plan and landscape buffer review.
    f. All ADU’s shall provide for one (1) additional parking space, on the lot, above the principal unit’s required parking count.
    g. Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. The calculation for the average of 4 spaces per single-family home and 3 spaces per multi-family home shall include garage spaces, and the residential units that have one car garage spaces or smaller homes with one bedroom, and on street parking specifically permitted and identified for resident parking.
    h. Parking along residential streets shall be specifically prohibited unless parking spaces are specifically designated within widened street areas.
    i. Although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.

6. Non-Residential Building Entrances:
    a. Main entrances should be oriented toward the street or streets.
    b. Although the main aesthetic emphasis shall be on the primary facade(s), all building elevations shall receive architectural treatment. The style of windows shall remain uniform on all sides of the building.

c. Primary entrances shall have either a protruding or raised roof, a stoop, a projection or recession in the building footprint a minimum of three feet (3') in depth that clearly identifies the entrance.
d. In addition, every primary entrance shall have two (2) other distinguishing features from the list below: i. Variation in roof height around door; ii. Canopy or portico; iii. Raised cornice or parapet over door; iv. Arches or columns; v. Patterned specialty paving at entrance and along walkway; vi. Ornamental and structural architectural details other than cornices over or on the sides of the door; or vii. Any other treatment, which, in the opinion of the City, meets the intent of this section.

7. Public Space Standards/Streets/Squares/Transit/Bikes:
    a. A transit route is not anticipated within the development until the extension of Williamson Boulevard is constructed. Until that time, the landowner will coordinate with Votran on an annual basis to determine if any routes will be located within ¼ mile of the project. Transit availability and potential bus shelters/stops shall be coordinated with Votran and will be addressed at the subdivision plat or site plan process for each phase.
    b. Roadway design shall encourage bicycle and pedestrian mobility options and shall also be designed to support rubber-tire transit and autonomous vehicle opportunities.
    c. Use of low-speed vehicles, as defined by Florida Statutes, shall be permitted on local streets and may be permitted on multi-use paths provided they conform with the standards for such paths.
    d. Lots may front on a common open space such as a mew (park area in front of homes), which is served by an alley, or on a Housing Court, without an alley.
    e. Up to six lots may be accessed by a commonly held easement drive that is un-gated and designed to permit fire access.
    f. Up to 12 lots may front on a common open space such as a mew without access to an alley as part of a pocket neighborhood, clustered groups of neighboring houses, villas, townhouses or apartments gathered around a shared open space, with a common fire access plan.
    g. Roadways should be interconnected as much as possible while keeping in mind the need to preserve or reduce impacts on natural resources.
    h. Parks shall incorporate bicycle and pedestrian amenities as appropriate, such as bike racks, benches, shade and water fountains. Any potential bus shelters/stops shall be coordinated with Votran during the subdivision plat and site plan approval process.
8. Provisions for Shade:
    a. a. Landscaping plans, including street trees, shrubs and groundcover shall be addressed during the subdivision plat and site plan approval process to provide shade for pedestrians and create the Deering Park Innovation Park experience.
    b. For non-residential uses, designs shall encourage pedestrian shade areas and may

include provisions for shade trees to be planted or shade structures to be erected
c. along major pedestrian routes on site and main entrances of buildings on the same site.

















F | Illustrative Examples of Community Features

Town Square Conceptual Character

ML+H Project 19.19.4
November 23, 2020

ML+H

















F | Illustrative Examples of Community Features

Roadways, Pathways + Natural Buffering

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November 23, 2020

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F | Illustrative Examples of Community Features

Architectural Style & Character

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November 23, 2020

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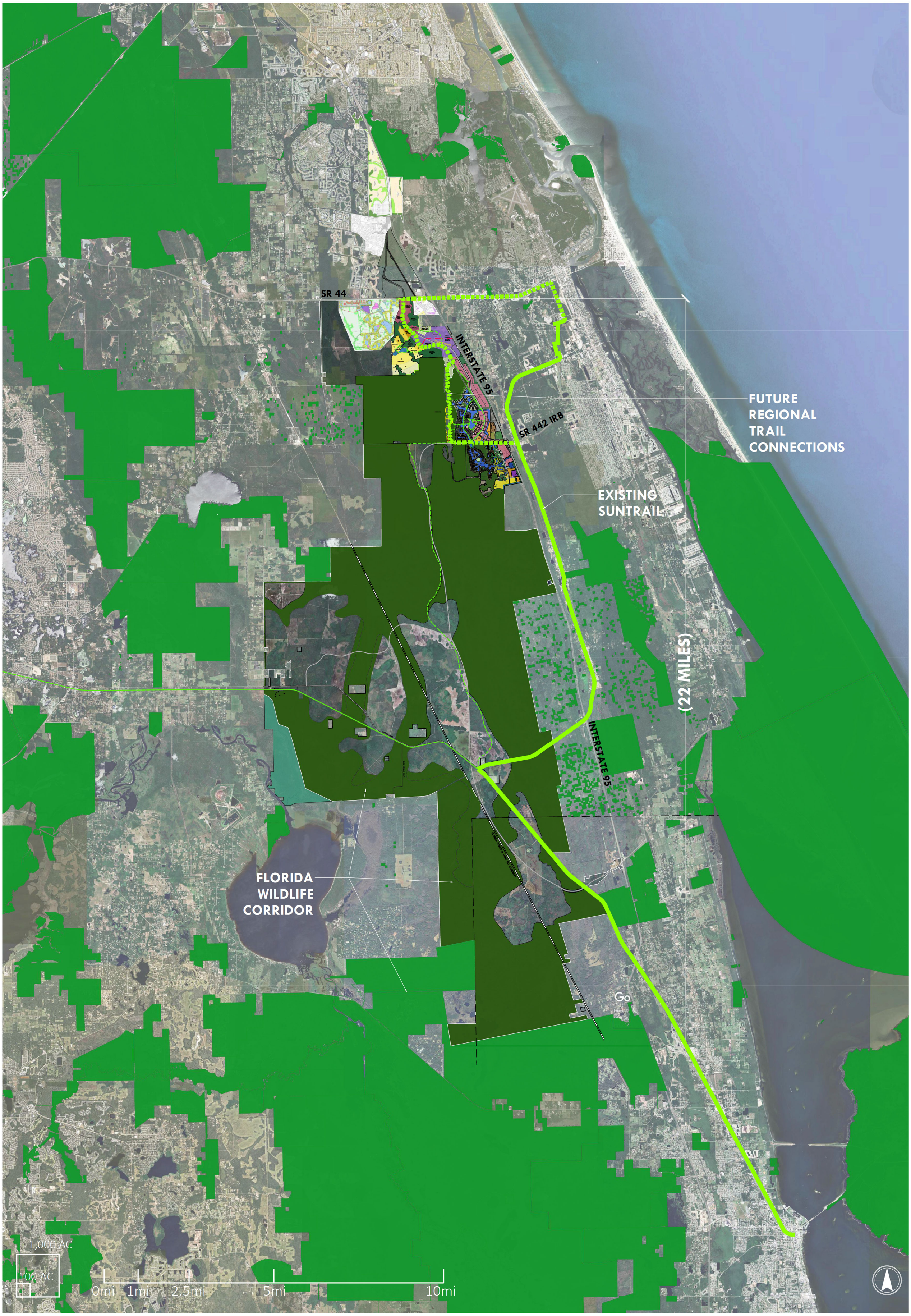
DEERING PARK INNOVATION CENTER + DEERING PARK NORTH & DEERING PARK CENTER - CONCEPTUAL MASTER PLAN

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

scale: 1"= 1,200'
04.12.2024
1316

0' 600' 1200' 2400'
SCALE: 1"=1200'

ML+H



DEERING PARK INNOVATION CENTER - DEERING PARK & FLORIDA WILDLIFE CORRIDOR WITH SUNTRAIL NETWORK

scale: 1"= 6,000'
04.12.2024

ML+H

BDA
ENVIRONMENTAL CONSULTANTS

Preliminary Environmental Assessment of the Deering Park Innovation Center at New Smyrna Beach Site, City of New Smyrna Beach, Volusia County, Florida

Introduction

Breedlove, Dennis & Associates, Inc. (BDA) conducted a desktop environmental assessment of the Deering Park Innovation Center at New Smyrna Beach Site (Site). The Site includes approximately 1,618 acres located within Sections 21, 22, 26-28, and 33-36, Township 17 South, Range 33 East located within the City of New Smyrna Beach in Volusia County, Florida (Exhibit 1). The Site is generally located west of Interstate 95 (I-95) and south of State Road (S.R.) 44. Based on a review of historical aerial photography, the Site has been managed for silvicultural purposes since at least the 1970s and continuing to present day. The past and present silvicultural land uses of the Site are evident on current and historical aerial photography included as Exhibit 2 and Composite Exhibit 3, respectively, which depicts the cycles of silvicultural activities within the Site over time. Long-term use of a site for silviculture activities has been known to significantly affect the ecological character and functioning of the landscape.

The purpose of the review was to provide a summary of publicly available database information to approximate the environmental conditions of the Site. The environmental assessment included a desktop database review to compile natural resource information available for the Site in order to approximate the existing ecological conditions and assess the potential for occurrence of species of wildlife or plants listed for protection by the U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC) (Listed Species). The information presented herein is based on the best available data and analysis for the Comprehensive Plan Amendment review. However, this information is subject to change based on field verification as part of the permitting process.

Soils

The U.S. Department of Agriculture (USDA) National Technical Committee for Hydric Soils (NTCHS) defines a hydric soil as a soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (43). The NTCHS and Natural Resources Conservation Service (NRCS) have generated a National Hydric Soils List using selected soil properties indicative of hydric soils. The hydric classification listed within this table is based on the properties of all soil types which comprise a map unit. Soils are classified as hydric, predominantly hydric, partially hydric, predominantly nonhydric, and nonhydric. A classification of "partially hydric" indicates the map unit is comprised of both hydric and nonhydric soils. "Partially hydric" soils require field verification to determine the presence or absence of hydric soil indicators.

BREEDLOVE, DENNIS & ASSOCIATES, INC.

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☐ 30 East Liberty St. ~ Brooksville, FL 34601-2910
Phone: 352-799-9488 ~ Fax: 352-799-9588

According to the USDA NRCS Soil Survey Geographic database (42) for Volusia County, Florida, the following soil types occur within the project site (Exhibit 4).

Soil Map Unit	Number	Hydric Classification	Percent of Map Unit	General Description
Basinger fine sand, frequently ponded, 0 to 1 percent slopes	8	Predominantly hydric	95	Poorly drained, 0 to 1 percent slopes, depressions
Cassia fine sand, 0 to 2 percent slopes	13	Nonhydric	0	Somewhat poorly drained, 0 to 2 percent slopes, knolls and rises
Eau Gallie fine sand	20	Predominantly nonhydric	10	Poorly drained, 0 to 2 percent slopes, flatwoods
Eau Gallie fine sand, frequently ponded, 0 to 1 percent slopes	21	Hydric	100	Very poorly drained, 0 to 2 percent slopes, depressions, flats, and drainageways
Immokalee sand	29	Predominantly nonhydric	21	Poorly drained, 0 to 2 percent slopes, flatwoods
Immokalee sand, depressional	30	Hydric	100	Very poorly drained, 0 to 2 percent slopes, drainageways and depressions
Malabar fine sand	31	Predominantly hydric	95	Poorly drained, 0 to 2 percent slopes, flats
Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	32	Predominantly nonhydric	25	Poorly drained, 0 to 2 percent slopes, flatwoods
Myakka fine sand, frequently ponded, 0 to 1 percent slopes	33	Predominantly hydric	97	Very poorly drained, 0 to 1 percent slopes, depressions
Myakka-St. Johns complex	34	Hydric	100	Very poorly drained, 0 to 2 percent slopes, depressions and drainageways
Pineda-Pineda, wet, fine sand, 0 to 2 percent slopes	45	Partially hydric	52	Poorly drained, 0 to 2 percent slopes, flatwoods and drainageways
Pits	47	Nonhydric	0	——
Pomona fine sand	49	Predominantly nonhydric	14	Poorly drained, 0 to 2 percent slopes, flatwoods
Pomona fine sand, depressional, 0 to 2 percent slopes	50	Hydric	100	Very poorly drained, 0 to 2 percent slopes, drainageways and depressions

Soil Map Unit	Number	Hydric Classification	Percent of Map Unit	General Description
Pomona-St. Johns complex	51	Predominantly hydric	99	Very poorly drained, 0 to 2 percent slopes, drainageways and depressions
Samsula muck, frequently ponded, 0 to 1 percent slopes	56	Hydric	100	Very poorly drained, 0 to 1 percent slopes, depressions
Smyrna-Smyrna, wet, fine sand, 0 to 2 percent slopes	60	Predominantly nonhydric	23	Poorly drained, 0 to 2 percent slopes, flats and flatwoods
Wabasso-Wabasso, wet, fine sand, 0 to 2 percent slopes	73	Predominantly nonhydric	23	Poorly drained, 0 to 2 percent slopes, flatwoods

Wetlands and Drainage Basins

The USFWS' National Wetlands Inventory (NWI) database (47) is a publicly available resource that provides general information on the abundance, characteristics, and distribution of wetlands. This data layer is based on data contributions provided by others, to include federal, state, and local governmental agencies, nonprofit organizations, and tribal entities. This dataset represents a general location of potential wetlands that may occur on a site and can be useful in reviewing for conceptual project planning purposes. The NWI data available for the project site is depicted on Exhibit 5. The landward extent of wetlands would be field-delineated in accordance with Chapter 62-340 of the Florida Administrative Code (F.A.C.) to identify the landward extent of wetlands that would be considered jurisdictional by the St. Johns River Water Management District (SJRWMD). The landward extent of federally jurisdictional "waters of the United States" (WOTUS) would be delineated in accordance with the regulatory criteria of the Florida Department of Environmental Protection (FDEP) or Department of the Army, Corps of Engineers (ACOE) as appropriate.

Exhibit 6 depicts the U.S. Geological Survey (USGS) Watershed Boundary Dataset (58) (i.e., hydrologic boundaries) to the Watershed (10-digit) level relative to the Site. The western portion of the Site falls within the Deep Creek South – St. Johns River watershed [Hydrologic Unit Code (HUC) 10-0308010112]; the south-central portion of the site falls within the Puzzle Lake – St. Johns River watershed (HUC 10-0308010109); and the eastern portion of the site falls within the Rose Bay – Spruce Creek Frontal watershed (HUC 10-0308020101). In addition to the HUC boundary data, the USGS national hydrography dataset (NHD) database (57) was reviewed to identify publicly available hydrographic features present on the Site and within the vicinity of the Site. This database includes lake/pond, swamp marsh, reservoir, and estuary features, as well as hydrologic flow lines for both natural and artificial flow paths to represent regional water flows. The following summarizes water flow patterns relative to each of the watersheds within which the Site is located.

Deep Creek South – St. Johns River watershed (HUC 10-0308010112)
The only NHD flow lines depicted on Exhibit 6 include artificial flow paths that indicate the direction of flow from this portion of the Site is generally west toward the Samsula Canal and then south. The Samsula Canal is a man-made drainage feature located west of the Site and the Spruce Creek swamp wetlands that primarily traverses a north/south direction from the Spruce Creek tributary south to wetlands in the vicinity of Lake Ashby and the Farmton area. The artificial flow paths would provide drainage of water flows to the areas west to the Samsula Canal. The NHD flow lines do not show directional flow to the north toward Spruce Creek until north of S.R. 44 within the Rose Bay – Spruce Creek Frontal watershed (HUC 10-0308020101).

Puzzle Lake – St. Johns River watershed (HUC 10-0308010109)
Wetlands in this portion of the site are associated with a larger north/south wetland strand that parallels the Spruce Creek Swamp wetland strand to the west. Water flow from this portion of the Site is generally to the south; however, water flow is restricted and impounded by the unimproved portion of Opossum Camp Road (in the vicinity of the intersection of S.R. 442 and I-95). An upland cut ditch paralleling Opossum Camp Road in combination with culverts under the roadway provide for a hydrologic connection to the larger wetland system to the south.

Rose Bay – Spruce Creek Frontal watershed (HUC 10-0308020101)
This portion of the Site is contiguous with the I-95 corridor. Water flows in this portion of the watershed are restricted by I-95 to the east and the intersection of S.R. 44 with I-95 to the north.

Ecological Communities

Based on the SJRWMD Land Use and Land Cover dataset, the Site contains approximately 951.21 acres of uplands, 661.54 acres of wetlands, and 4.95 acres of surface waters (Exhibit 7). The Statewide Land Use Land Cover dataset is a general mapping tool for analysis and planning created through compilation of the Land Use datasets created by the five Water Management Districts in Florida. The SJRWMD region was completed in 2013, and parts of Volusia County were updated in 2016 using 2015-2016 aerial imagery. Field inspections will be conducted to verify local conditions and vegetative associations. The vegetative communities and land use types identified for the Site by the SJRWMD dataset were further evaluated by BDA scientists to generally characterize the habitats present and provide the basis for an assessment of the occurrence or likelihood of occurrence for Listed Species (Exhibit 8). The vegetative characterizations provided herein are based on available information from the SJRWMD dataset, the Florida Land Use, Cover and Forms Classification System (9), the Guide to the Natural Communities of Florida (25), and available aerial photography. Botanical nomenclature (scientific names) is per Wunderlin and Hansen (59).

The vast majority (~88%) of the upland communities and more than half of the Site (~52%) are mapped as pine plantations. The majority of wetlands mapped for the Site exist within large basin and strand systems intermixed with the plantation areas. Potential historical vegetation associations for the Site as mapped by Davis (5) include South Florida Pine Flatwoods and Swamp Hardwood Forests. The ecological conditions of the Site have been influenced by the underlying physical template (i.e., topography, hydrology, soils). However, the historical and current silvicultural land use on the Site may have a more significant impact on the ecological character and functioning of the landscape. Based on review of available aerial photography which depict cycles of timber harvest and replanting over time, the Site has been utilized for silvicultural purposes since at least the 1970s and continuing to the present day. The presence of trail roads on early historical aerials likely indicates prior rangeland use of the Site. Available aerial photography also depicts historical improvements to S.R. 44 to the north of the Site, construction of I-95 immediately east of the Site, and the utility corridor that traverses the eastern portion of the Site. Historical and present-day construction of canals, ditches, roads, and planting beds has modified the natural topography, hydrology, and drainage characteristics, thereby altering the natural structure and function of both uplands and wetlands. Site-specific land use and vegetation descriptions will be provided as part of future permit application for the Site. General descriptions of the cover types mapped for the Site are provided below.

Surface Waters

Reservoirs (530)
Reservoirs (530) cover type is mapped for approximately 4.95 acres and is represented by a man-made surface water impoundment in the northern portion of the Site. According to available aerial photography, the reservoir was excavated in the early 1950s and was a former borrow pit area associated with improvements to S.R. 44 to the north of the Site.

Wetlands

Cypress (621)
Cypress (621) swamps are mapped for approximately 104.45 acres throughout the Site. This community type occupies depressions and floodplains and typically has a long hydroperiod. The overstory is typically comprised of either bald-cypress (*Taxodium distichum*) or pond-cypress (*Taxodium ascendens*); common associates include swamp tupelo (*Nyssa sylvatica* var. *biflora*), slash pine (*Pinus elliottii*), and other hydrophytic trees. The understory is typically comprised of a diversity of shrubs, ferns, emergents, and floating aquatics. Characteristic understory species generally include species such as common buttonbush (*Cephalanthus occidentalis*), dahoon (*Ilex cassine*), fetterbush (*Lyonia lucida*), myrtle dahoon (*Ilex cassine* var. *myrtifolia*), red maple (*Acer rubrum*), swamp bay (*Persea palustris*), Virginia willow (*Itea virginica*), and wax myrtle (*Myrica cerifera*), as well as arrowheads (*Sagittaria* spp.), beaksedge (*Rhynchospora* sp.), bladderwort (*Utricularia* sp.), bog hemp (*Boehmeria cylindrica*), lizard's tail (*Saururus cernuus*), maidencane (*Panicum hemitomon*), seven sisters (*Crinum americanum*), and royal fern (*Osmunda regalis*).

Vines and epiphytes such as eastern poison ivy (*Toxicodendron radicans*) and airplant (*Tillandsia* spp.) are also common associates.

Hydric Pine Flatwoods (625)

Hydric Pine Flatwoods (625) communities are mapped for approximately 40.58 acres of the Site. This community type is typically seasonally inundated and characterized by a sparse to moderate overstory of slash pine with a grassy or shrubby understory. Other vegetative species associated with this community type generally include species such as pond pine (*Pinus serotina*), cabbage palm (*Sabal palmetto*), fetterbush, large gallberry (*Ilex coriacea*), sweetbay (*Magnolia virginiana*), toothachegrass (*Ctenium aromaticum*), and wiregrass (*Aristida stricta*).

Wetland Forested Mixed (630)

Wetland Forested Mixed (630) communities account for much of the mapped wetland cover types on the Site, encompassing approximately 459.51 acres. This community type is found intermediate between swamps and uplands and represent wetlands in which the canopy composition is dominated by neither pines nor hardwoods, and which typically have a short hydroperiod. Characteristic overstory species include a diversity of hydrophytic to mesophytic trees such as oaks (Quercus spp.), pines (Pinus spp.), sweetbay, sweetgum (*Liquidambar styraciflua*), and sugarberry (*Celtis laevigata*). Wetter locations may also include species such as American elm (*Ulmus americana*), cypress (*Taxodium* spp.), red maple, and swamp tupelo. The variable understory may include dense shrubs or a mix of grasses, herbs, and ferns, with a range of species suited to mesic and/or hydric conditions.

Freshwater Marshes (641)

Freshwater Marshes (641) community type is mapped for an approximately 0.90 acre area in the northern portion of the Site. This community type typically occupies both depressions and floodplains, and has a long hydroperiod. Marshes are treeless herbaceous communities that contain a predominance of grasses, sedges, broadleaf emergent, floating aquatics, or shrubs. Characteristic vegetation may include species such as American white waterlily (*Nymphaea odorata*), bulltongue arrowhead (*Sagittaria lancifolia*), swamp sawgrass (*Cladium* sp.), maidencane, pickerelweed (*Pontederia cordata*), sand cordgrass (*Spartina bakeri*), St. John's-wort (*Hypericum* sp.), and willow (*Salix* spp.).

Wet Prairies (643)

Wet Prairies (643) community type is mapped for approximately 4.38 acres and represents part of a powerline easement bisecting the eastern portion of the Site. This community type is found on flat land that is usually saturated, but only occasionally inundated. Wet prairies are treeless communities with dense herbaceous cover and few shrubs. Characteristic vegetation includes species such as beaksedge (*Rhynospora spp.*), blue maidencane (*Amphicarpum muhlenbergianum*), cutthroatgrass (*Panicum abscissum*), flattened pipewort (*Eriocaulon compressum*), pitcherplant (*Sarracenia* spp.), toothachegrass, wiregrass, and yelloweyed grass (*Xyris* sp.).

Mixed Scrub-Shrub Wetland (646)
Mixed Scrub-Shrub Wetland (646) community type is mapped for approximately 51.72 acres within the Site and represents areas of past disturbance and/or timber harvest based on a review of aerial photography. This community type is also identified as Wetland Scrub (631) by the FLUCFCS (9). There is typically not a dominant shrub species and where present, canopy taxa are sparse and may be stunted. Vegetation associated with this community type generally includes species such as pond-cypress, swamp tupelo, willow, and other low-growing hydrophytic plants.

Uplands

Improved Pastures (211)
Improved Pastures (211) cover type is mapped for approximately 6.56 acres and represents a previously cleared area associated with silvicultural land uses in the northern portion of the Site. This cover type is described as land which has been cleared, tilled, and replanted with specific grass types to facilitate grazing and is periodically maintained by agricultural practices.

Shrub and Brushland (320)
Shrub and Brushland (320) cover type is mapped for approximately 6.02 acres in the northern portion of the Site and represents a previously cleared area west of the on-site reservoir. This cover type is described as a diverse mixture of woody scrub plants with various short herbs and grasses. Saw palmetto (*Serenoa repens*) typically comprises much of the plant cover; other common associates may include gallberry (*Ilex glabra*) and wax myrtle.

Mixed Upland Nonforested (330)
Mixed Upland Nonforested (330) cover type is mapped for approximately 41.80 acres, primarily within the northern portion of the Site and represents areas previously subject to timber harvest or other silvicultural land use activities. This cover type is also identified as Mixed Rangeland (330) by the FLUCFCS (9) and is described as a greater than one-third intermixture of either grassy or shrubby rangeland. Vegetation associated with this cover type generally includes taxa found in the 320 cover type, as well as wiregrass (*Aristida* spp.).

Pine Flatwoods (411)
Pine Flatwoods (411) community type is mapped for 38.15 acres scattered throughout the Site. This community type is generally characterized by an open overstory of longleaf pine (*Pinus palustris*) or slash pine, and less frequently pond pine. Characteristic flatwoods understory species include gallberry, saw palmetto, and wax myrtle. Other common associates of this cover type may include coastalplain staggerbush (*Lyonia fruticosa*) and fetterbush, as well as bluestem (*Andropogon* sp.), dropseed (*Sporobolus* sp.), panicgrass (*Panicum* sp.), and wiregrass.

Upland Mixed – Coniferous/Hardwood (434)
Upland Mixed – Coniferous/Hardwood (434) community type is mapped for approximately 2.39 acres in the northeastern portion of the Site adjacent to other previously cleared and/or timbered areas. This community type is described as uplands in which neither pines nor hardwoods dominate the dense canopy and the understory consists of shade-tolerant shrubs and sparse groundcover. Characteristic canopy species associated with this cover type generally include hackberry (*Celtis occidentalis*), loblolly pine (*Pinus taeda*), maple (*Acer* sp.), oak (Quercus sp.), pignut hickory (*Carya glabra*), southern magnolia (*Magnolia grandiflora*), sweetgum, and white ash (*Fraxinus americana*).

Coniferous Plantations (441)
Coniferous Plantations (441) cover type is mapped for approximately 636.72 acres, encompassing most of the upland cover on the Site. This cover type represents existing silviculture land use areas in which high densities of pine (*Pinus* spp.) have been planted for timber production, frequently in uniform row patterns. Understory composition and density is influenced by stand age and resultant shading by the pine canopy, as well as presence of bedded rows installed to ensure crop survival. This cover type can also include wetland components when established on hydric soils.

Forest Regeneration Area (443)
Forest Regeneration Areas (443) cover type is mapped for approximately 201.18 acres, primarily in the southwestern portion of the Site. This cover type represents previously harvested plantation areas which will be reforested through future silvicultural practices and not allocated for abandonment or other land use. Vegetation associated with this cover type generally includes remnant planted pine (*Pinus* spp.), as well as regenerating understory taxa like those found in the 320 and 330 cover types.

Roads and Highways (814)
Roads and Highways (814) land use is mapped for 0.34 acre within the northern portion of the Site.

Electrical Power Transmission Lines (832)
Electrical Power Transmission Lines (832) land use is mapped for 18.05 acres in the eastern portion of the Site.

Listed Species

The vegetative cover types as mapped for the Site were evaluated to conduct a desktop review of the potential for occurrence or likelihood of occurrence for species of wildlife or plants listed for protection by the USFWS and FWC (Listed Species) under provisions of the Endangered Species Act (ESA) of 1973, as amended (6) and the Florida Rule (21). Listed species known to occur within Volusia County, Florida are

summarized in Exhibit 8. This information is subject to change based on field verification as part of the permitting process.

The likelihood of occurrence for Listed Species is based on a comparison of known general habitat requirements by these species with the habitats found on or near the Site; the quantity, quality, and adjacency of these habitats; as well as any historical observation records of these species. The likelihood of occurrence for Listed Species referenced in this report was rated as high, moderate, low, unlikely, or not applicable based on knowledge of a species' habitat preference and cover types present within the Site. A likelihood of occurrence given as "unlikely" indicates that no, or very limited, suitable habitat for this species exists onsite, but the Site is within the documented range of the species; "not applicable" indicates that the habitat for this species does not exist on or adjacent to the Site.

Plants

Etonia Rosemary *(Conradina etonia) (USFWS, E)*, Lewton's Polygala *(Polygala lewtonii) (USFWS, E)*, Papery Whitlow-wort *(Paronychia chartacea) (USFWS, T)*, Pigeon Wings *(Clitoria fragrans) (USFWS, T), and* Pygmy Fringe-tree *(Chionanthus pygmaeus) (USFWS, E)*
Habitats known to support the above plant species listed as Threatened (T) or Endangered by the USFWS include sandhill, scrub, or other xeric upland cover types historically found in Volusia County; however, the Site is not located within the USFWS Lake Wales Ridge Plants Consultation Area (45). Soil types known to support scrub habitats are mapped for only about 3.30 acres (<1%) of the Site; however, these soils have been converted to silviculture, and would not include open, fire-maintained conditions suitable for these plant species. Available databases do not contain records for these five Listed Species of plants within or immediately adjacent to the Site. Based on current conditions and land uses, plant species listed for protection by the USFWS have a low likelihood of occurrence on the Site.

Okeechobee Gourd (Cucurbita okeechobeensis subsp. okeechobeensis) (USFWS, E)
The Okeechobee gourd is fibrous-rooted, high-climbing vine found in two small, disjunct populations: one along the St. Johns River which separates Lake, Volusia, and Seminole counties and a second around the shoreline of Lake Okeechobee (49). This endemic species occurs in mucky soils on Lake Okeechobee shores and islands, and in floodplain forests along the St. Johns River, but was historically common in pond apple swamps of south Florida. The Site location is not in the vicinity of historical occurrence records for the St. Johns River population which primarily occurs along the main waterway of the river (49). Wetland cover types are mapped for the Site, but the Site is not contiguous with the St. Johns River; therefore, the Okeechobee gourd has a low likelihood of occurrence on the Site.

Rugel's Pawpaw (Deeringothamnus regelii) (USWFS, E)
Rugel's pawpaw is an endemic plant species known only from Volusia County (51). This plant is found in pine flatwoods communities which are periodically burned to maintain open understory conditions and

occurrence records are frequently associated with Immokalee soils (51). As of 2023, there are only 42 known occurrence records for Rugel's pawpaw, including both private and public lands (51). There are no occurrence records for Rugel's pawpaw within the Site, but there are three historical occurrence records (circa 1987 to 1995) located approximately 0.1 to 0.2 mile east of the northeastern Site boundary and there are several more records (circa 1938 to 1995) located 4 to 5 miles west of the Site. Flatwoods cover types and soil types known to support this species are mapped for portions of the Site, although the silvicultural current land uses of the Site do not provide habitat conditions suitable for this species. Therefore, Rugel's pawpaw has a moderate likelihood of occurrence on the Site.

Amphibians and Reptiles

Striped Newt (Notophthalmus perstriatus) (T, FWC)

At least the eastern portion of the Site is located within the range of the striped newt as mapped by the FWC *Striped Newt Species Conservation Measures and Permitting Guidelines* (23). Striped newts have a complex life cycle that requires both upland and wetland habitats (29). Striped newts breed within seasonally dry herbaceous wetlands, and they rely on the surrounding xeric uplands (i.e., sandhill, scrub, scrubby flatwoods, mesic flatwoods) within at least 1,640 ft of their breeding wetlands (23). This species may also use other types of ephemeral or semipermanent breeding ponds that lack predatory fish species (23). Striped newts are known to use breeding wetlands on over a dozen properties; however, due to low detectability, the striped newt is considered a cryptic species outside of known breeding wetlands and uplands within 1,640 ft of those wetlands (23). As a cryptic species, pre-project surveys for the striped newt are not recommended by the FWC.

Based on various databases, there are no records of striped newt occurrence on the Site. Approximately 3.30 acres (<1%) of xeric soil types that typically support scrub habitat types preferred by this species are mapped for the eastern portion of the Site; however, these soils have been converted to silviculture. Based on the absence of sandhill habitat on the Site and the historical management of pine plantations on the Site, there is a low likelihood that the striped newt occurs on the Site. Updated locality data for this species should be obtained from FWC if habitat modification is proposed to occur in or within 1,640 ft of suitable wetlands embedded within xeric uplands in the range of the striped newt.

American Alligator (Alligator mississippiensis) (T, USFWS)

The American alligator is listed as "Threatened" by the USFWS due to its similarity of appearance. The similarity of appearance designation reflects that, while the American alligator is fully recovered and is not itself threatened, its close resemblance to other crocodilian species, which are endangered or threatened, requires that the American alligator also be regulated. American alligators are found throughout Florida in permanent water bodies of freshwater including marshes, swamps, lakes, reservoirs, and rivers. Suitable habitat for the American alligator is present onsite, including reservoirs and wetlands, and there is a high likelihood of occurrence for this species.

Eastern Indigo Snake (Drymarchon corais couperi) (T, USFWS)
Eastern indigo snakes are found in a variety of habitats throughout Florida, from mangrove swamps and wet prairies to sandhill and scrub habitats, and they often winter in the burrows of gopher tortoises (*Gopherus polyphemus*). Based on the FWC and USFWS habitat models (11, 19, 53), the Site is mapped as primary and secondary habitat/ low to moderate potential for occurrence of the eastern indigo snake. Currently, the USFWS uses a 1.70-mile radius from a documented occurrence to assess probability of occurrence on a project site in the North Ecological region. Based on various databases, there are no occurrence records of eastern indigo snakes on or within a 1.7-mile radius of the Site. According to the Volusia County Florida Natural Areas Inventory (FNAI) (26) data, the nearest historical occurrence records for eastern indigo snakes are approximately 5.5 miles (circa 1982) and 6.5 miles (circa 1967) southeast of the Site. Therefore, eastern indigo snakes have a low to moderate potential for occurrence on the Site.

The FWC and USFWS provide conservation measures for minimizing potential adverse effects to eastern indigo snakes. The FWC has adopted a management plan and a relocation permit process for gopher tortoises, which provides guidance for conservation of commensal species associated with gopher tortoise burrows such as the eastern indigo snake. The USFWS provides *Standard Protection Measures for the Eastern Indigo Snake* (55) to be implemented during construction activities. Future permitted development activities on the Site will be subject to the guidance provided by the FWC and USFWS and should utilize the *Standard Protection Measures* to minimize potential adverse effects from construction on the eastern indigo snake. Consultation with the USFWS is recommended to confirm the nearest known occurrence record for this species and to verify that use of the Standard Protection Measures will be sufficient for proposed development activities associated with this Site.

Gopher Tortoise (Gopherus polyphemus) (State Threatened [ST], FWC)
Gopher tortoises typically inhabit sites with soils that support sandhill, scrub, and pine flatwoods habitats. Suitable soils are mapped for portions of the Site, and FWC potential habitat models (4, 15, 19) indicate that only about 5-10% of the Site, primarily in the northern and central portions, are mapped as upland habitats potentially suitable for gopher tortoises. Based on the current silviculture uses of the Site, gopher tortoises have a low to moderate likelihood of occurrence.

In accordance with the FWC *Gopher Tortoise Permitting Guidelines* (Guidelines) (18), a 100% survey of all areas of suitable gopher tortoise habitat must be conducted prior to the start of any Site development activities (including silt fence installation, clearing, or grading) to determine the population size and distribution of gopher tortoises currently on the Site and evaluate management options available for this species. A relocation permit from the FWC will be required to relocate the gopher tortoise(s) to an off-site FWC Certified Gopher Tortoise Recipient Site.

Sand Skink (Neoseps reynoldsi) (USFWS, T; FWC, FT)
The USFWS Peninsular Florida Species Conservation and Consultation Guide for Sand Skink and Bluetail Mole Skink (Guidelines) (48) establish a consultation area for the sand skink and bluetail mole skink *(Eumeces [=Plestiodon] egregius lividus)* that includes portions of 13 counties in which the documented range exists for those species. Volusia County is one of these 13 counties but is not one of the seven counties where primary populations of sand skinks occur, and the mapped consultation area only includes portions of the western extent of this county. The Guidelines generally describe suitable habitat as specific loose soil types occurring at or above 82 feet above sea level under natural and degraded cover types that include improved pastures.

This information indicates the Site does not lie within the consultation area established by the Guidelines. Additionally, the Site does not meet USFWS criteria for sand skink surveys based on the USFWS Guidelines for elevation, and suitable soil types are not mapped for the Site. Based on the absence of suitable habitat and lack of historical occurrence records, it is unlikely that sand skinks occur on the Site.

Florida Pine Snake (Pituophis melanoleucus mugitus) (T, FWC)
The Site is located within the range of the Florida pine snake (27). Florida pine snakes typically occur in sandhills and former sandhills (including old fields and pastures, sand pine scrub, and scrubby flatwoods) with relatively open canopies and dry sandy soils. Various databases contain no records of Florida pine snakes on or near the Site, and the nearest occurrence record for this species is located approximately 12 miles northeast of the Site (15). Older FWC habitat models (4) indicate disjunct areas totaling <5% of the Site were mapped as potentially suitable habitat for Florida pine snakes. The FWC Integrated Wildlife Habitat Ranking System Model (19) indicates <1% of potential habitat for the Florida pine snake occurs within the Site. Soils and land cover data indicate that the xeric sandhill habitats preferred by this species do not occur on the Site. The Florida pine snake has a low potential for occurrence on the Site based on the historical and current land uses of the Site and the limited amount of potential habitat for the Florida pine snake.

Birds

Bald Eagle (Haliaeetus leucocephalus)
The bald eagle is protected by the USFWS under provisions of the Bald and Golden Eagle Protection Act (BGEPA) (2) and the Migratory Bird Treaty Act (32). Recovery goals have been achieved for this species; therefore, the bald eagle is no longer listed or protected as a "Threatened" species under the ESA of 1973, as amended. The FWC revised the state bald eagle rule (10) to remove the need for a state permit to impact bald eagles or their nests. The USFWS has implemented National Guidelines (46) to assist private landowners and others to plan land-use activities in proximity (within 660 feet) of active bald eagle nests that will minimize the likelihood of causing "disturbance" to nesting bald eagles, as defined under the

BGEPA. Coordinating with the USFWS for guidance prior to undertaking any activity that may result in "disturbance" of nesting bald eagles is recommended.

The FWC bald eagle nest database (16) and Audubon EagleWatch database (1) were reviewed to determine the locations of all nests that occur on or in close proximity to the Site. As depicted on Exhibit 9, the nearest recorded bald eagle nest is No. VO147; it is located approximately 0.5 mile north of the Site and was reported as monitored/occupied in 2023 (1). The databases contain records for two other nests located approximately 0.8 mile east (16) and 0.8 mile southeast (1) of the Site, respectively. There are no bald eagle nests reported to occur within 660 feet of the Site boundary; therefore, consistent with the National Guidelines, it is unlikely that development activities on the Site would adversely affect bald eagles. However, prior to initiation of development activities within the Site, the area should be inspected to determine if any bald eagle nests have been established.

Florida Sandhill Crane (Antigone canadensis pratensis) (ST, FWC)

Florida sandhill cranes nest in shallow, emergent palustrine wetlands, particularly those dominated by pickerelweed and maidencane. They feed in a variety of open, upland habitats, mostly prairies, but also human-manipulated habitats such as sod farms, ranchlands, pastures, golf courses, airports, and suburban subdivisions (34, 41, 61). Home ranges of individual pairs overlap with those of adjacent pairs and average approximately 1,100 acres. Core nesting territories within home ranges vary from approximately 300 acres to 625 acres and are aggressively defended from other cranes (62).

The FWC potential habitat model (4) indicates the Site was not mapped as potentially suitable habitat for Florida sandhill cranes. The Site is not located within the current range of Florida sandhill cranes as mapped by the FWC ISMP (15), and is not located within a Breeding Bird Atlas (BBA) (30) block in which Florida sandhill cranes have been observed nesting. The Site is comprised of primarily forested cover types which do not provide potentially suitable foraging habitat for this species. Herbaceous wetland types potentially suitable to support nesting by this species are mapped for only 5.28 acres (<1%) of the Site. Therefore, there is a low likelihood that Florida sandhill cranes forage on the Site, and nesting by this species is unlikely.

The FWC Imperiled Species Management Plan (ISMP) *Florida Sandhill Crane Species Guidelines* provide a recommended methodology for surveys within Florida sandhill crane breeding habitat to be conducted prior to any development on the Site (14). If active Florida sandhill crane nests are documented on the Site, measures to avoid take as recommended by the FWC will be implemented (to include avoiding activities within 400 feet of the nest; if flightless young are present and avoiding land conversion in uplands within 1,500 feet of the nest until chicks are capable of sustained flight).

Florida Scrub-jay (Aphelocoma coerulescens) (T, USFWS)

The Site is located within the USFWS consultation area for Florida scrub-jays. However, available databases contain no records of Florida scrub-jay territories within the Site. Based on the Volusia County Florida Natural Areas Inventory (FNAI) data (26), the nearest historical occurrence record (circa 2005) for scrub-jays is approximately 3.4 miles north of the Site near the Dorris Leeper Spruce Creek Preserve. Although 85% of documented Florida scrub-jay dispersal is within two miles of the natal territory, scrub-jays may occasionally disperse up to five miles to establish territories of their own (8, 38). Recolonization of vacant patches of habitat rarely occurs beyond about 7.4 miles (39). Florida scrub-jay territories that are within 7.4 miles of one another are considered to be members of the same metapopulation (38, 39). Based on the FWC habitat models (4, 7), only about 3.30 acres (<1%) in the eastern portion of the Site was mapped as potential habitat for the Florida scrub-jay.

Based on the historical silvicultural use of the Site, Florida scrub-jays have a low likelihood for occurrence onsite due to poor on-site habitat conditions. As future stages of planning and development occur on the Site, the potential for field surveys for the presence of Florida scrub-jays on the Site will be evaluated. If Florida scrub-jays are found to occur on the Site, consultation with the USFWS will be conducted to address conservation measures for this species.

Florida Burrowing Owl (Athene cunicularia floridana) (ST, FWC)

The Site is located within the current range of the Florida burrowing owl as depicted by the FWC ISMP (15). Burrowing owls typically occur in open, well-drained treeless areas where herbaceous groundcover is low and sparse. Burrowing owls historically occurred primarily in the dry prairies of central Florida, but land clearing and wetlands drainage have greatly expanded the range and habitats used by burrowing owls (33). Burrowing owls presently occur in a variety of open well-drained habitats including improved pastures, golf courses, school campuses, athletic fields, airports, cemeteries, and industrial/residential complexes (33, 61). Burrowing owls construct burrows in well-drained soils but will also adopt abandoned gopher tortoise burrows or will nest in polyvinyl chloride pipes, culverts, and under the eaves of buildings (61).

The Site is not located within a BBA (30) block in which Florida burrowing owls have been observed nesting, and the nearest BBA record of confirmed nesting by Florida burrowing owls is more than 30 miles west of the Site. FWC habitat models (4, 7) indicate that the Site is not mapped as potential habitat for burrowing owls and there are no documented occurrence records on the Site (15, 26); therefore, it is unlikely this species occurs on the site. If burrowing owls are detected on or immediately adjacent to the Site, avoidance and minimization measures will be implemented consistent with the FWC *Florida Burrowing Owl Species Conservation Measures and Permitting Guidelines* (13).

Red-cockaded Woodpecker (Dryobates (=Picoides) borealis) (USFWS, E; FWC, FE)
The Site is not located within the USFWS consultation area for red-cockaded woodpeckers (50). In Florida, this species inhabits slash (*Pinus elliottii*), longleaf, and loblolly (*Pinus taeda*) pines. Foraging habitat is comprised of open stands of pines >10" diameter at breast height that typically occurs within 0.5 mile of clusters of cavity trees, and gaps in foraging habitat usually do not exceed 200 feet (50). Female red-cockaded woodpeckers usually disperse no further than 2.0 miles to establish territories of their own in areas where populations are dense, but in areas where populations are sparsely distributed, females may disperse up to 15 miles (50).

Available databases contain no records of red-cockaded woodpecker groups on or adjacent to the Site. The nearest historical occurrence record for red-cockaded woodpeckers is located approximately 15.8 miles west of the Site (26) within the Victoria Park development. More recent occurrence records west of the Tomoka Wildlife Management Area are located more than 22 miles northwest of the Site (20, 26). No portion of the Site is within 0.5 mile of foraging distances of known red-cockaded woodpecker family groups, and the Site is beyond normal dispersal distances of red-cockaded woodpecker occurrence records. The densely planted silvicultural land uses on the Site do not provide open longleaf pine habitats typical for foraging or nesting by this species. This information suggests it is unlikely that red-cockaded woodpeckers occur on the Site.

Wading Bird Rookeries (1999)
There are four State Threatened wading birds: the little blue heron (*Egretta caerulea*), reddish egret (*Egretta rufescens*), roseate spoonbill (*Platalea ajaja*), and tricolored heron (*Egretta tricolor*). All four occur throughout the state, although the reddish egret occurs almost exclusively in coastal areas. Wading birds typically nest in multi-species colonies, although reddish egrets and tricolored herons may nest in small, single species groups or build solitary nests.

The FWC wading bird rookery database (24) from the 1999 statewide survey contains no records of rookeries used by Listed Species of wading birds on the Site, but the database contains records of two active wading bird rookeries within 9.3 miles of the Site (Exhibit 9). The closest wading bird rookery (No. 606303) known to be active in 1999 is located approximately 4.5 miles northeast of the Site (24). Listed species of wading birds will fly up to approximately 9.3 miles from the nesting site to forage in wetlands and return food to incubating adults and nestlings (4). Wetlands within 9.3 miles of wading bird colonies that provide foraging or sheltering are considered important to wading bird nesting success (4). Based on the proximity of at least two known active rookeries within normal foraging distances of the Site, there is a potential for the onsite wetlands to contribute to the nesting success of Listed Species of wading birds, and a moderate to high likelihood these species may occur onsite, particularly the little blue heron or tricolored heron.

The potential also exists for encountering previously unknown wading bird rookeries and for wading bird nesting activity to occur in the forested wetlands adjacent to the Site. If there is evidence of nesting during the breeding season (March through August), all documented wading bird nesting sites should be buffered by 100 meters (328 feet) to avoid disturbance by human activities. If development activities are planned within the recommended buffer, coordination should be conducted with FWC to address conservation measures.

Southeastern American Kestrel (Falco sparverius paulus) (ST, FWC)

Two subspecies of American kestrels (*Falco sparverius*) occur in Florida, the eastern American kestrel (*Falco sparverius sparverius*) and the southeastern American kestrel. The eastern American kestrel winters in Florida, arriving in September and leaving in March or April (40, 61). The southeastern American kestrel is a permanent resident in Florida. Southeastern American kestrels and eastern American kestrels co-occur in Florida during the winter and are virtually indistinguishable in the field. Surveys intended to determine the presence of resident southeastern American kestrels should be conducted between April and August, and surveys for nesting American kestrels ideally would be conducted in April or May (40, 61). Southeastern American kestrels are secondary cavity nesters, typically using cavities excavated by other species in trees or snags. They will occasionally nest in human structures such as utility poles (61). American kestrels feed in open areas, such as croplands, pasture, and open pine flatwoods that are adjacent to nest sites. Home ranges around nest sites range in size from 125 to 800 acres (40, 61).

According to the FWC ISMP (15), the Site is not located within or near a population eclipse or a primary management unit but is located within a secondary management unit for the southeastern American kestrel. The Site is located within the range for southeastern American kestrels as mapped by Collopy (3). Available databases, including the Volusia County FNAI data (26) and the Florida BBA (30), contain no occurrence records of southeastern American kestrels on or near the Site. The nearest Florida BBA block is located approximately 7.4 miles west of the Site (30). The FWC habitat model (4) indicates that the Site was not mapped as potentially suitable for southeastern American kestrels. Based on this information, there is a low likelihood that southeastern American kestrels utilize the Site. Utilization by southeastern American kestrels would be limited to areas that have open pasture-like habitat, such as powerline easements. If any active nest cavity locations are detected on or immediately adjacent to the Site, avoidance and minimization measures will be implemented consistent with the FWC *Southeastern American Kestrel Species Conservation Measures and Permitting Guidelines* (22) and permitting coordination will be initiated to address conservation measures for this species.

Eastern Black Rail (Laterallus jamaicensis jamaicensis) (T, USFWS; FT, FWC)

The eastern black rail is a small, cryptic marsh bird found in salt, brackish, and freshwater marsh habitats (54). This species is primarily associated with herbaceous, persistent, emergent wetland plant cover and occurs across an elevational gradient within the marsh as seasonally determined by the hydrologic conditions (54). Specific habitat requirements for eastern black rails include dense overhead vegetative

cover that allows for movement, moist to saturated substrates interspersed with or adjacent to very shallow water, and elevated refugia to escape high water events (54).

The Site is within the range of the eastern black rail as mapped by the USFWS (54). However, marsh habitats with dense herbaceous vegetation typically preferred by this species are not present onsite or in the immediate vicinity, and there is a low likelihood of occurrence for eastern black rails on the Site.

Wood Stork (Mycteria americana) (T, USFWS)

There are no records of a wood stork colony on the Site based on the most recent USFWS wood stork data (56). The USFWS uses a regulatory tool known as the Core Foraging Area (CFA) to determine the potential effects of project activities on wood stork colonies that have been active within ten years of initiation of consultation. The CFA in Volusia County, Florida, has been determined as a circle, 15 miles in radius, around a nesting colony (56). The area included within the circle represents an area used extensively by adult and juvenile wood storks for foraging during the nesting season. The Site is not located within the 15-mile CFA of any known wood stork colonies that have been active in the last ten years (Exhibit 9). The closest wood stork colony, Hontoon Island Colony, is located approximately 21.5 miles west of the Site and was surveyed and last known active in 2019. Wood storks typically return to the same rookery sites each year to nest (35). Wood storks will travel up to 18.6 miles from rookeries to forage in wetlands and return food to incubating adults and nestlings during the nesting season (4). Wetlands within this distance are considered critical to nesting success and are considered by the USFWS to comprise core foraging areas for known wood stork colonies.

The USFWS describes suitable wood stork foraging habitat (SFH) as "...any area containing open (<25% aquatic vegetation), calm water, and having a permanent or seasonal water depth between 2 and 15 inches (5 to 38 cm) deep. SFH supports and concentrates, or is capable of supporting and concentrating small fish, frogs, and other aquatic prey. Examples of SFH include, but are not limited to, freshwater marshes and stock ponds, shallow, seasonally flooded roadside or agricultural ditches, narrow tidal creeks or shallow tidal pools, managed impoundments, and depressions in cypress heads and swamp sloughs" (56). Reservoirs, cypress swamps, and mixed forested wetlands are mapped for the Site; however, these cover types may provide limited suitable foraging habitat for wood storks due to the densely planted and bedded conditions typical of silvicultural land uses. Although wood storks consume other prey, fish are the primary prey and the onsite habitats are unlikely to support sufficient fish populations for wood stork foraging.

Minimal suitable foraging habitat within and adjacent to the Site, compared with the amount of potential foraging habitat available for wood storks within the CFAs surrounding the nesting colonies, suggests that there is a low to moderate likelihood that wood storks utilize the Site for foraging based on the presence of reservoirs and herbaceous and forested wetlands.

Audubon's crested caracara (Polyborus plancus audubonii) (T, USFWS; FT, FWC)
The crested caracara is a bird of open xeric to mesic habitat, primarily native prairie habitats and associated wetlands, cabbage palms, and cabbage palm-live oak hammocks. The bulk of the population occurs in south central Florida on large cattle-ranches with improved pasture. The Site is not within the USFWS consultation area for crested caracaras (44) or the breeding range of the crested caracara as mapped by Layne (31). The nearest records of caracara nests and sightings are located more than 19 miles southwest of the Site near the Lake County boundary (30) and more than 30 miles south of the Site in Brevard County (26), respectively. Therefore, it is unlikely that crested caracaras utilize the Site based on a lack of suitable habitats and occurrence records.

Everglades Snail Kite (Rostrhamus sociabilis plumbeus) (USFWS, E; FWC, SE)
Snail kites nest in shrub-dominated wetlands associated with lakes, rivers, and extensive wetland systems in central and south Florida (36). Snail kites will occasionally nest in herbaceous wetlands when wetland shrubs are lacking as long as hydrologic conditions are suitable. Snail kites feed almost exclusively on apple snails (*Pomacea paludosa*) by aerially hunting and capturing snails found on emergent vegetation in relatively shallow open water systems. The Site is not located within the USFWS consultation area for the snail kite (52) or the historical breeding range of the snail kite as mapped by Rodgers (36). Snail kites have a low likelihood of occurrence on the Site based on the absence of suitable habitat conditions and lack of occurrence records.

Least Tern (Sterna antillarum) (ST, FWC)
The least tern is a migratory bird that is a breeding summer resident in Florida (28). Least terns typically occur in coastal areas, including beaches, lagoons, bays, and estuaries, but they increasingly are nesting in inland areas near large bodies of water. Historically, least terns nested along the coast on broad, sparsely vegetated, sandy beaches. Typical nesting habitat has been characterized as open bare sand or gravel with vegetation covering <20% of the Site (28). However, the loss of natural nesting habitats has resulted in least terns nesting in a variety of artificial habitats, including gravel rooftops, dredge spoil islands or other dredged material deposits, construction sites, causeways, and mine lands.

The Site is within the current range of the least tern as depicted by the FWC ISMP (15). The likelihood of least terns nesting on the Site is unlikely based on the lack of open bare substrate, distance from the coast, and the Site's location west of I-95.

Mammals

Florida Black Bear (Ursus americanus floridanus)
The Florida black bear is a wide-ranging omnivore that was removed from the FWC list as State Threatened upon meeting recovery criteria for the species and implementation of a statewide management plan in August 2012. An updated Florida Black Bear Management Plan was approved by the FWC on December

11, 2019 (12). Based on the Florida Black Bear Management Plan, the Site is located within the Central Bear Management Unit and is mapped as "Common" or "Abundant" for occurrence of black bear. Although black bears have a statewide distribution, reproducing populations generally occur within nine regions of the state where Primary Range habitat of the species occurs on public and private lands (37). The Site is within the range of one of these nine populations, the St. Johns population. The majority of the Site (western 80%) is within the secondary habitat of the St. Johns population of the Florida black bear (12).

FWC databases contain no records of Florida black bear telemetry on or near the Site. FWC databases contain several roadkill mortalities within the vicinity of the Site, primarily to the north of the Site along SR 44, as well as to the east along I-95, as well as one capture mortality from 2016 to the southwest of the Site (17). Black bear nuisance records exist for adjacent areas near the Site (17). This information indicates that portions of the Site may currently be utilized by Florida black bears at least at certain times of the year, or have been utilized by black bears in the past.

Environmentally Sensitive Features

A review of public databases was conducted to identify and assess environmentally sensitive areas within, and in the vicinity of, the Site. This evaluation was completed to further assist with conceptual site planning efforts to identify areas of natural vegetation to remain within the Site. The following list of regional and local studies were evaluated as part of this effort:

- Location of offsite mitigation banks and conservation lands
- Volusia County Environmental Core Overlay
- Farmton Local Plan

Exhibit 10 depicts the location of the Site relative to other conservation lands/managed areas, to include mitigation banks. The majority of the conservation lands depicted on Exhibit 10 located to the south of the Site are owned by related companies and managed by the same company, Miami Corporation Management, LLC. Miami Alternatives, LLC has owned approximately 47,000 acres in southeast Volusia County and approximately 12,000 acres in northern Brevard Counties for more than 80 years. Due to regional development pressures, the landowners worked with conservation stakeholders to develop the Farmton Local Plan, which established two innovative land use designations: GreenKey and Sustainable Development Area. The GreenKey areas include three mitigation bank sites that comprise the 23,000+-acre Farmton Mitigation Bank, as well as additional conservation lands identified on Exhibit 10. Areas designated as GreenKey comprise at least two-thirds of the Farmton Local Plan and represent areas to be protected in perpetuity. The Farmton Local Plan also established a framework for Volusia County's smart growth initiatives.

The Volusia County Environmental Core Overlay (ECO) map depicts an interconnected system of environmentally sensitive lands, both public and private, with the goal of maintaining habitat connectivity within Volusia County. This map was adopted as an overlay to implement Smart Growth policies within the County. These policies encourage compact development footprints and conservation of connected habitats. In general, the ECO overlay includes areas mapped as Conservation Corridor, Florida Forever Priority "A" lands, portions of the Environmental Systems Corridor, as well as additional lands to provide connectivity between large natural areas, and lands already in public ownership or under conservation easement. Land areas mapped as ECO within Volusia County are considered to be of the highest priority for protection within the County. Exhibit 11 depicts the location of the project site relative to Volusia County's ECO map. None of the Site falls within areas identified as ECO.

General areas proposed to remain in a natural vegetated condition within the Site are depicted on Exhibit 12. Given the significant alterations to native community types resulting from the silvicultural use of the majority of the property, the proposed conceptual plan serves to protect areas of the site that will complement regional and local conservation goals and promote habitat connectivity in this area of Volusia County. Wetland and upland areas conceptually proposed to be preserved post-development are depicted on Exhibit 12 and include approximately 334.6 acres of wetlands and 73.9 acres of associated uplands. The specific boundaries of these areas will be defined during the subdivision and permitting processes.

Regulatory Jurisdiction

St. Johns River Water Management District

The SJRWMD regulates the development and construction of storm water management systems pursuant to the environmental resource permitting rules and regulations, and the criteria contained in Chapter 62-330, F.A.C. and the Environmental Resource Permitting Applicant's Handbook, Volume I and Volume II. Exhibit 12 depicts the conceptual extent of potential wetland and surface water impacts based on the SJRWMD Land Use and Land Cover dataset. Of the 1,618-acre Site, surface waters and wetlands conceptually proposed for impact include approximately 4.95 acres of surface waters (i.e., man-made reservoir) and 327.0 acres of wetlands influenced by active silvicultural activities. The project wetlands subject to regulatory jurisdiction by the SJRWMD will be determined at the time of permitting. Development of the project site will require an ERP based on the conceptual development plan prepared as part of this application. Wetland impacts will be reviewed during the permitting process to determine if practicable design modifications have been incorporated to reduce or eliminate wetland impacts. The SJRWMD requires an upland buffer of minimum width of 15 feet and an average width of 25 feet be established around wetlands remaining on the Site post-development in order to avoid secondary impacts. In accordance with the Applicant's Handbook, impacts to wetlands less than 0.5 acre in size, not of critical state concern, not used by a Listed Species, and not connected to other waters such that the total acreage is

>0.5 acre will not require mitigation. The SJRWMD will consult with the FWC regarding Listed Species during the permitting process.

Florida Department of Environmental Protection/Department of the Army, Corps of Engineers

In December 2020, the U.S. Environmental Protection Agency granted a partial assumption of the Clean Water Act (CWA) Section 404 implementation to the FDEP. Under assumption, the FDEP implemented Section 404 for waters identified as "assumable waters" while the ACOE retained Section 404 authority over "retained waters". Generally, retained waters include those waters that typically are navigable waters in the traditional sense. The Site includes only assumed waters; therefore, the FDEP is anticipated to be the permitting agency for any new determinations of WOTUS that would require permitting under Section 404 of the CWA. However, on February 15, 2024, a Washington D.C. District Judge vacated Florida's assumption of the Section 404 CWA permitting program, resulting in the Department of the Army, Corps of Engineers having jurisdiction over the 404 permitting program in Florida. A federal 404 permit is required to address proposed impacts to WOTUS. Both the state and federal agencies have ten days from the date of this ruling to request a stay of this decision. Given the current uncertainty of the agency that will be administering the federal permitting program in the State of Florida, the following has been written to address general permitting requirements associated with Section 404 of the CWA.

Federal jurisdiction over the project wetlands will either be determined by the FDEP or the ACOE based on a fact-specific analysis and review of federal wetland jurisdiction on the site. In accordance with current regulatory policy, future development within the Site will require inspection and approval of federal wetland jurisdictional limits and permit authorization. In general, a project will require an Individual Permit if proposed WOTUS impacts are equal to or greater than 0.5 acre. The Individual Permit process considers the proposed filling within wetland areas and reviews a number of public interest criteria for permit issuance. The permit Applicant will be required to submit an alternatives analysis, which examines other properties that could have been purchased, for which wetland impacts could have been reduced. The project must demonstrate that wetland impacts have been avoided and minimized to the greatest extent practicable and that the proposed project is the most practicable alternative. Once the above criteria are met, a compensatory mitigation plan for wetland impacts can be proposed.

Summary

The environmental information provided herein for the Deering Park Innovation Center at New Smyrna Beach Site is based on a review of publicly available database information to approximate the environmental conditions of the Site. Currently, the Site is managed for silvicultural purposes, and this has been the land use since at least the 1970s. The general location of wetlands based on publicly available resources was reviewed relative to the silvicultural uses of the site to develop a conceptual project site plan

that would focus proposed development activities within areas subject to silvicultural disturbances, and incorporate the preservation of areas of the site that would provide habitat restoration opportunities, complement regional and local conservation goals, and promote habitat connectivity in this area of Volusia County. This preliminary review indicates that the ecological conditions associated with the Site are comparable with other sites being developed in this region.

End References

1. Audubon Center for Birds of Prey. Audubon Florida EagleWatch Public Nest Map. Audubon Center for Birds of Prey, Maitland, Florida; 2021.

2. Bald and Golden Eagle Protection Act, 16 United States Code 668-668d (1940, as amended 1959, 1962, 1972).

3. Collopy, M. W. Southeastern American kestrel (*Falco sparverius paulus*). Pages 211-218 in Rodgers, J. A., Jr., H. W. Kale II, and H. T. Smith (editors). Rare and endangered biota of Florida. Volume V. Birds. University Press of Florida, Gainesville, Florida; 1996.

4. Cox, J., R. Kautz, M. MacLaughlin, and T. Gilbert. Closing the gaps in Florida's wildlife habitat conservation system. Florida Game and Fresh Water Fish Commission, Tallahassee, Florida; 1994.

5. Davis, J. H., General map of natural vegetation of Florida. Circular S-178. Institute of Food and Agricultural Sciences, University of Florida Gainesville, Florida; 1967.

6. Endangered Species Act. 16 United States Code 1531-1544 (December 28, 1973, as amended 1976-1982, 1984, 1988).

7. Endries, M., T. Gilbert, and R. Kautz. The integrated wildlife habitat ranking system 2009. Technical report. Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida; 2009.

8. Fitzpatrick, J. W., G. E. Woolfenden, and M. T. Kopeny. Ecology and development-related habitat requirements of the Florida scrub jay (*Aphelocoma coerulescens coerulescens*). Nongame Wildlife Program Technical Report No. 8. Florida Game and Fresh Water Fish Commission; Tallahassee, Florida; 1991.

9. Florida Department of Transportation. Florida land use, cover and forms classification system. 3rd ed. Surveying and Mapping, Geographic Mapping Section. Tallahassee, Florida; 1999.

10. Florida Fish and Wildlife Conservation Commission. Chapter 68A-16.002 Florida Administrative Code. Bald Eagle (*Haliaeetus leucocephalus*). Tallahassee, Florida; May 15, 2008, as amended June 22, 2017.

11. Florida Fish and Wildlife Conservation Commission. Eastern Indigo Snake South Maxent Model. Florida Fish and Wildlife Conservation Commission GIS and Mapping. Tallahassee, Florida; 2014.

12. Florida Fish and Wildlife Conservation Commission. Florida Black Bear Management Plan *Ursus americanus floridanus*. Tallahassee, Florida; 2019.

13. Florida Fish and Wildlife Conservation Commission. Florida Burrowing Owl (*Athene cunicularia Floridana*) Species Conservation Measures and Permitting Guidelines. Tallahassee, Florida; 2018.

14. Florida Fish and Wildlife Conservation Commission. Florida Sandhill Crane Species Conservation Measures and Permitting Guidelines. Tallahassee, Florida; 2016.

15. Florida Fish and Wildlife Conservation Commission. Florida's Imperiled Species Management Plan 2016 - 2026. Florida Fish and Wildlife Conservation Commission. Tallahassee, Florida; 2016.

16. Florida Fish and Wildlife Conservation Commission. GIS and Mapping. Eagle Nesting Locations Florida 1998 – 2017. Tallahassee, Florida; 2017.

17. Florida Fish and Wildlife Conservation Commission. GIS and Mapping. Florida Black Bear Telemetry records, Nuisance calls and Roadkill mortality data. Tallahassee, Florida; 2023.

18. Florida Fish and Wildlife Conservation Commission. Gopher Tortoise Permitting Guidelines: *Gopherus polyphemus*. Tallahassee, Florida; 2023.

19. Florida Fish and Wildlife Conservation Commission. Integrated Wildlife Habitat Ranking System. Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida; 2009.

20. Florida Fish and Wildlife Conservation Commission. Red-cockaded Woodpecker Observation Locations. Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida; 2019.

21. Florida Fish and Wildlife Conservation Commission. Rules relating to endangered or threatened species. Chapter 68A-27 Florida Administrative Code (November 8, 2010, as amended 2011, 2015, 2017, 2023).

22. Florida Fish and Wildlife Conservation Commission. Southeastern American Kestrel (*Falco sparverius paulus*) Species Conservation Measures and Permitting Guidelines. Tallahassee, Florida; 2020.

23. Florida Fish and Wildlife Conservation Commission. Striped Newt (*Notophthalmus perstriatus*) *Species Conservation Measures and Permitting Guidelines*. Tallahassee, Florida; 2022.

24. Florida Fish and Wildlife Conservation Commission. Wading Bird Colonies Florida 1999. Tallahassee, Florida; 1999.

25. Florida Natural Areas Inventory. Guide to the Natural Communities of Florida: 2010 edition. Tallahassee, Florida; 2010.

26. Florida Natural Areas Inventory. Natural Resource Inventory for Volusia County. Tallahassee, Florida; 2012.

27. Franz, R. Florida pine snake. Pages 254-258 in P. E. Moler, editor. Rare and endangered biota of Florida. Volume III. Amphibians and reptiles. University Press of Florida, Gainesville, Florida; 1992.

28. Gore, J. A. Least tern. Pages 236-246 in Rodgers, J. A., Jr., H. W. Kale II, and H. T. Smith (editors). Rare and endangered biota of Florida. Volume V. Birds. University Press of Florida, Gainesville, Florida; 1996.

29. Johnson, S. A. Conservation and life history of the striped newt: the importance of habitat connectivity. Pages 91–98 in W. E. Meshaka, Jr., and K. J. Babbitt, editors. Amphibians and reptiles: status and conservation in Florida. Malabar, Florida: Krieger, 2005.

30. Kale, H. W., II, B. Pranty, B. M. Stith, and C. W. Biggs. The atlas of the breeding birds of Florida. Final report. Florida Game and Fresh Water Fish Commission, Tallahassee, Florida; 1992.

31. Layne, J. N. Crested caracara. Pages 197-210 in Rodgers, J. A., Jr., H. W. Kale II, and H. T. Smith (editors). Rare and endangered biota of Florida. Volume V. Birds. University Press of Florida, Gainesville, Florida; 1996.

32. Migratory Bird Treaty Act. 16 United States Code Sections 703-712 (July 3, 1918, as amended 1936, 1972, 1976, 1995).

33. Millsap, B. A. Florida burrowing owl. In Rodgers, J. A., Jr., H. W. Kale II, and H. T. Smith (editors). Rare and endangered biota of Florida. Volume V. Birds. University of Florida Press. Gainesville, Florida; 1996. p. 579-587.

34. Nesbitt, S. A. Florida sandhill crane. Pages 219-229 in Rodgers, J. A., Jr., H. W. Kale II, and H. T. Smith (editors). Rare and endangered biota of Florida. Volume V. Birds. University Press of Florida. Gainesville, Florida; 1996.

35. Ogden, J. C. Wood stork. Pages 31-41 in Rodgers, J. A., Jr., H. W. Kale II, and H. T. Smith (editors). Rare and endangered biota of Florida. Volume V. Birds. University Press of Florida, Gainesville, Florida; 1996.

36. Rodgers, J. C. Florida snail kite. Pages 42-51 in Rodgers, J. A., Jr., H. W. Kale II, and H. T. Smith (editors). Rare and endangered biota of Florida. Volume V. Birds. University Press of Florida, Gainesville, Florida; 1996.

37. Simek, S. L., S. A. Jonker, B. K. Scheick, M. J. Endries, and T. H. Eason. Statewide assessment of road impacts on bears in six study areas in Florida from May 2001 – September 2003. Final report for contract BC-972, Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida; 2005.

38. Stith, B. M. Metapopulation viability analysis of the Florida scrub-jay (*Aphelocoma coerulescens*): a statewide assessment. Final report, contract no. 1448-40181-98-M324. U. S. Fish and Wildlife Service. Jacksonville, Florida; 1999.

39. Stith, B. M., J. W. Fitzpatrick, G. E. Woolfenden, and B. Pranty. Classification and conservation of metapopulations: a case study of the Florida scrub-jay. Pages 187-215 in McCullough, D. R. (editor). Metapopulations and wildlife conservation. Island Press, Washington, District of Colombia; 1996.

40. Stys, B. Ecology and habitat protection needs of the southeastern American kestrel (*Falco sparverius paulus*) on large-scale development sites in Florida. Nongame Wildlife Technical Report No. 13. Florida Game and Fresh Water Fish Commission. Tallahassee, Florida; 1993.

41. Stys, B. Ecology of the Florida sandhill crane. Nongame wildlife technical report No. 15. Florida Game and Fresh Water Fish Commission. Tallahassee, Florida; 1997.

42. U.S. Department of Agriculture, Natural Resources Conservation Service. Soil Survey Geographic Database; 2016. https://websoilsurvey.nrcs.usda.gov/.

43. U.S. Department of Agriculture, Soil Conservation Service. National Food Security Act Manual. Title 180. USDA Soil Conservation Service. Washington, D.C.; 1994.

44. U.S. Fish and Wildlife Service. *Crested Caracara Consultation Area*. South Florida Ecological Services Field Office, Vero Beach, Florida; 2003.

45. U.S. Fish and Wildlife Service. *Lake Wales Ridge Plants Consultation Area*. South Florida Ecological Services Field Office, Vero Beach, Florida; 2003.

46. U.S. Fish and Wildlife Service. National Bald Eagle Management Guidelines. U.S. Fish and Wildlife Service. Washington, D.C.; 2007.

47. U.S. Fish and Wildlife Service. National Wetlands Inventory. U.S. Department of the Interior, Fish and Wildlife Service, Washington, D.C., 2019.

48. U.S. Fish and Wildlife Service. Peninsular Florida Species Conservation and Consultation Guide for Sand and Blue-tailed Mole Skinks. Jacksonville, Florida: North Florida Ecological Services Field Office; 2023.

49. U.S. Fish and Wildlife Service. Recovery Plan for the endangered *Cucurbita okeechobeensis* subsp. *Okeechobeensis* (Okeechobee gourd), Amendment 1. Atlanta, Georgia: Southeast Region, 2019.

50. U.S. Fish and Wildlife Service. Recovery plan for the red-cockaded woodpecker (Picoides borealis): second revision. U.S. Fish and Wildlife Service, Atlanta, Georgia; 2003.

51. U.S. Fish and Wildlife Service. Rugel's Pawpaw (*Deeringothamnus regelii*) 5-Year Status Review: Summary and Evaluation. North Florida Ecological Services Field Office. Jacksonville, Florida, 2023.

52. U.S. Fish and Wildlife Service. *Snail Kite Consultation Area Map*. South Florida Ecological Services Field Office, Vero Beach, Florida; 2003.

53. U.S. Fish and Wildlife Service. Species Status Assessment (SSA) Report for the Eastern Indigo Snake (Drymarchon couperi) Version 1.0. U.S. Fish and Wildlife Service Southeast Region. Atlanta, Georgia; 2018.

54. U.S. Fish and Wildlife Service. Species status assessment report for the eastern black rail (*Laterallus jamaicensis jamaicensis*), Version 1.3. Atlanta, Georgia: Southeast Region, 2019.

55. U.S. Fish and Wildlife Service. Standard Protection Measures for the Eastern Indigo Snake. Florida and Georgia Field Offices. Jacksonville, Florida and Atlanta, Georgia; 2023.

56. U.S. Fish and Wildlife Service. Wood Stork Nesting Colonies and Core Foraging Areas Active Within 2010-2019 in Florida. North Florida Ecological Services Field Office. Jacksonville, Florida; 2020.

57. U.S. Geological Survey. National Hydrography Dataset, version 2.3. National Hydrography Program. 2020.

58. U.S. Geological Survey. Watershed Boundary Dataset, version 2.3.1. National Hydrography Program. 2021.

59. Wunderlin, Richard P. and Bruce F. Hansen. Guide to the Vascular Plants of Florida, third edition. University Press of Florida. Gainesville, Florida; 2011.

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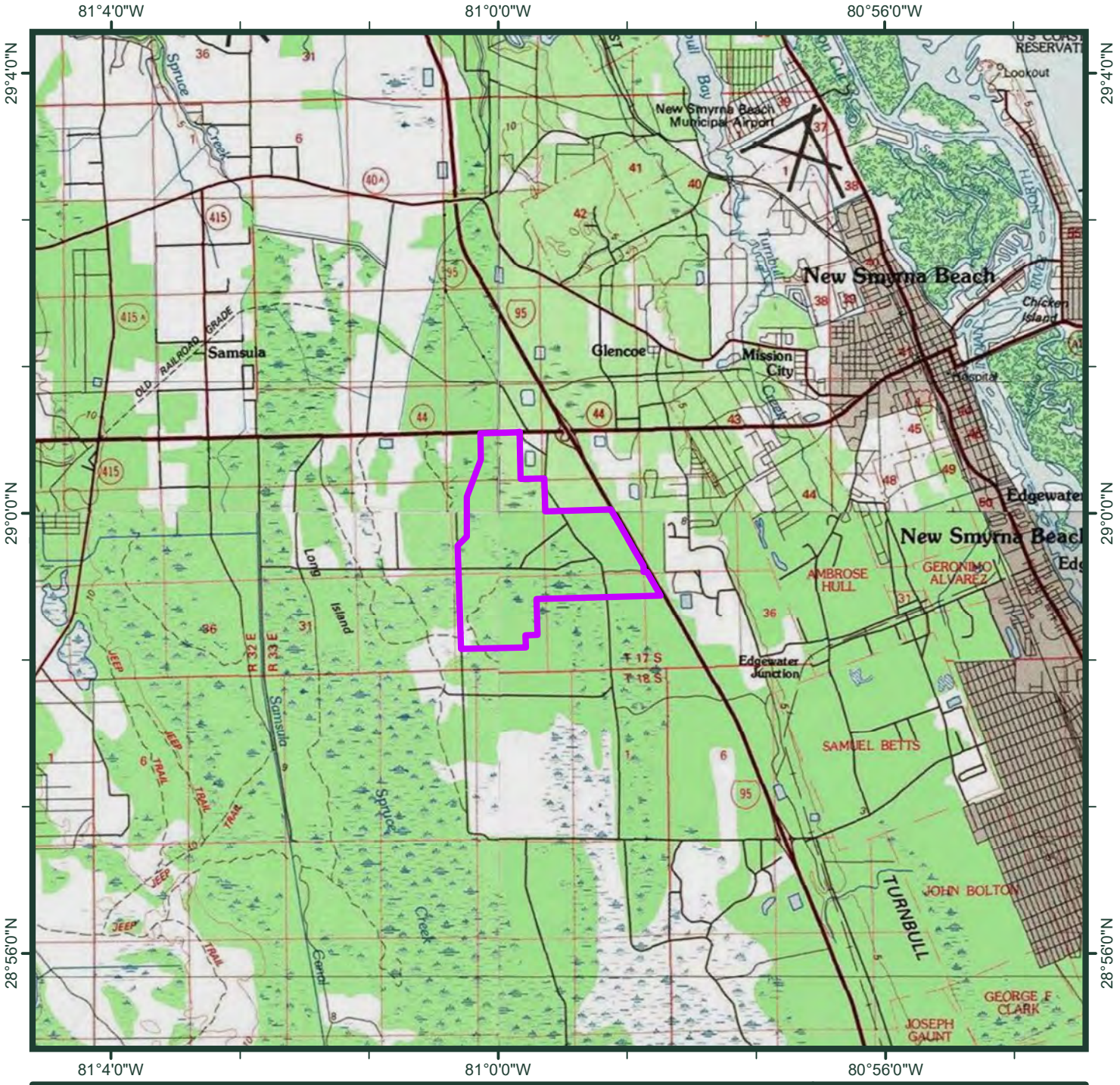
EXHIBIT 1

LOCATION OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA



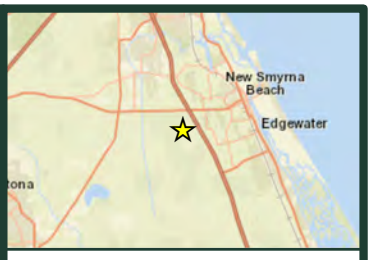
Legend

Project Boundary (28° 59' 38.837" N, 80° 59' 38.767" W)

USGS Edgewater, Lake Ashby, New Smyrna Beach and Samsula Fla. Quadrangles (7½ Minute Topographic Map)

Sections 21, 22, 26-28 and 33-36, Township 17 South, Range 33 East

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. USA Topographic Maps © 2013 National Geographic Society, i-cubed.



0 4,000 8,000 Feet

1 inch = 8,000 feet

EXHIBIT 1

LOCATION OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
330 W. Canton Ave., Winter Park, FL 32789 • 407-677-1882

BN • 2/1/2024 • P:\ATG\2023078\Permit_Use\PUD_202401\ARCGIS\Location_A.mxd

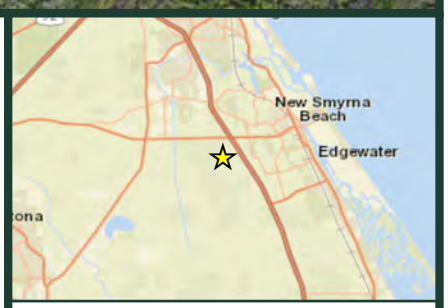
BDA
ENVIRONMENTAL CONSULTANTS

EXHIBIT 2

AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. ArcGIS Online World Imagery, © ESRI, 2021/03/04.

EXHIBIT 2

AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
330 W. Canton Ave., Winter Park, FL 32789 • 407-677-1882

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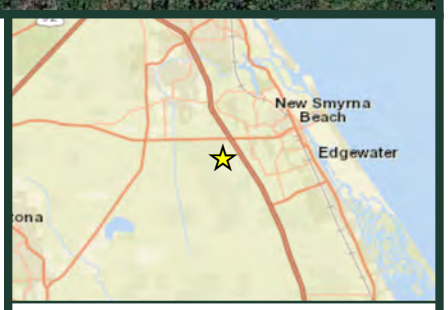
COMPOSITE EXHIBIT 3

HISTORICAL AERIAL PHOTOGRAPHY (1943-2014) OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

Legend

Project Boundary (1,617.7 ac)



0 625 1,250 Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Google Earth aerial photography, position approximated by BDA, 2014/01.

EXHIBIT 3A

2014 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
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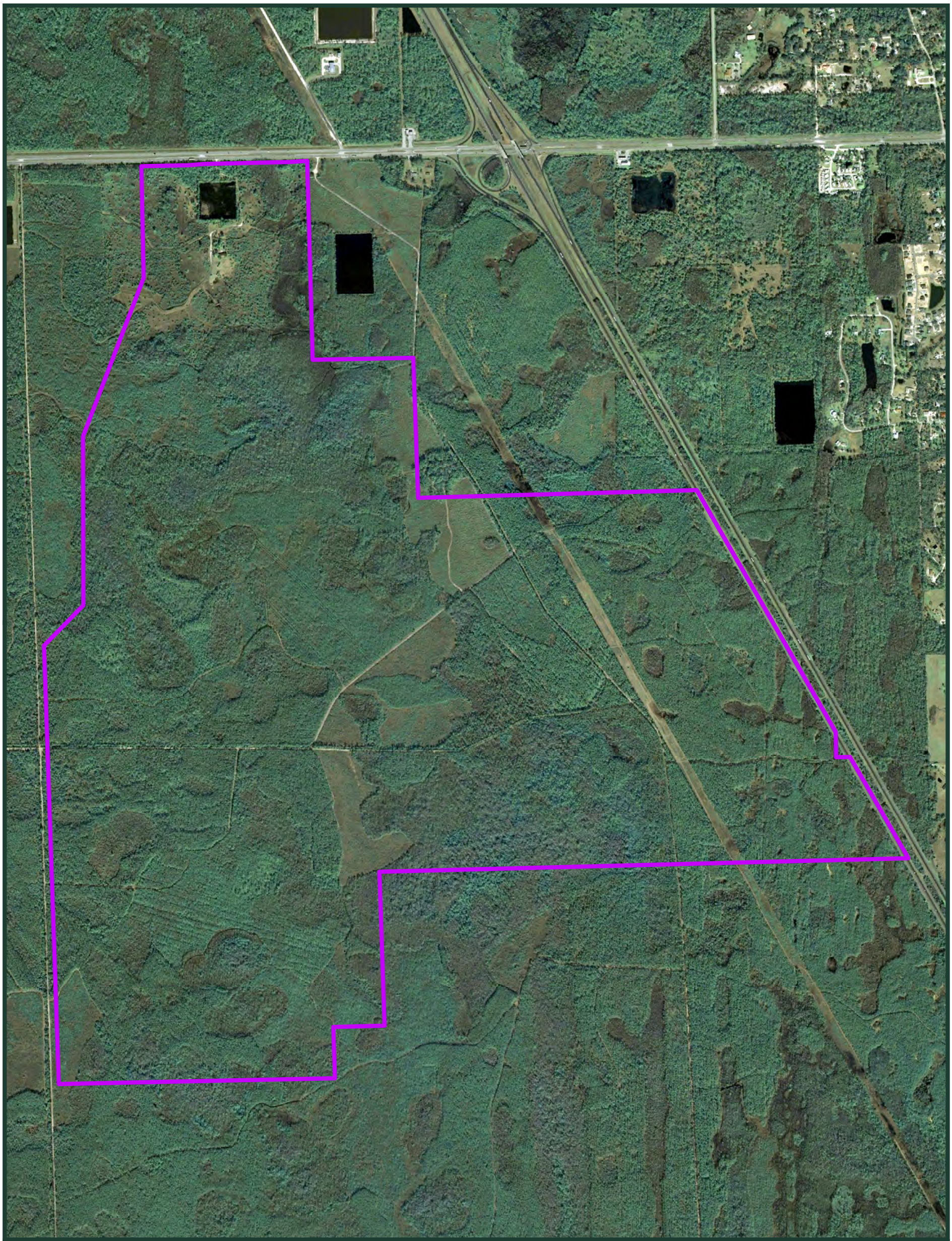
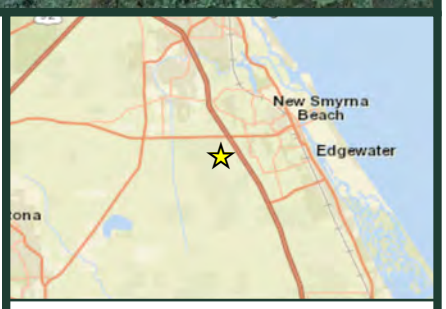


Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Google Earth aerial photography, position approximated by BDA, 2005/12.

EXHIBIT 3B

2005 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
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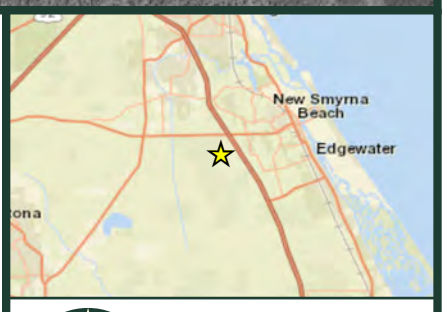
Legend

Project Boundary (1,617.7 ac)

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Google Earth aerial photography, position approximated by BDA, 1995/04.



0 625 1,250

Feet

1 inch = 1,250 feet

EXHIBIT 3C

1995 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
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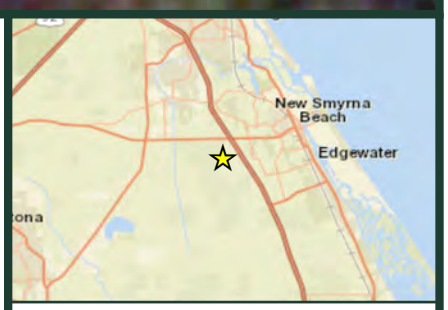
Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Google Earth aerial photography, position approximated by BDA, 1985/12.

EXHIBIT 3D

1985 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
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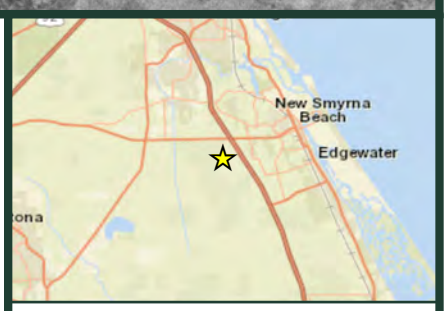
Legend

Project Boundary (1,617.7 ac)



0 625 1,250 Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. USGS historical aerial photography, position approximated by BDA, 1977/12/03.

EXHIBIT 3E

1977 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
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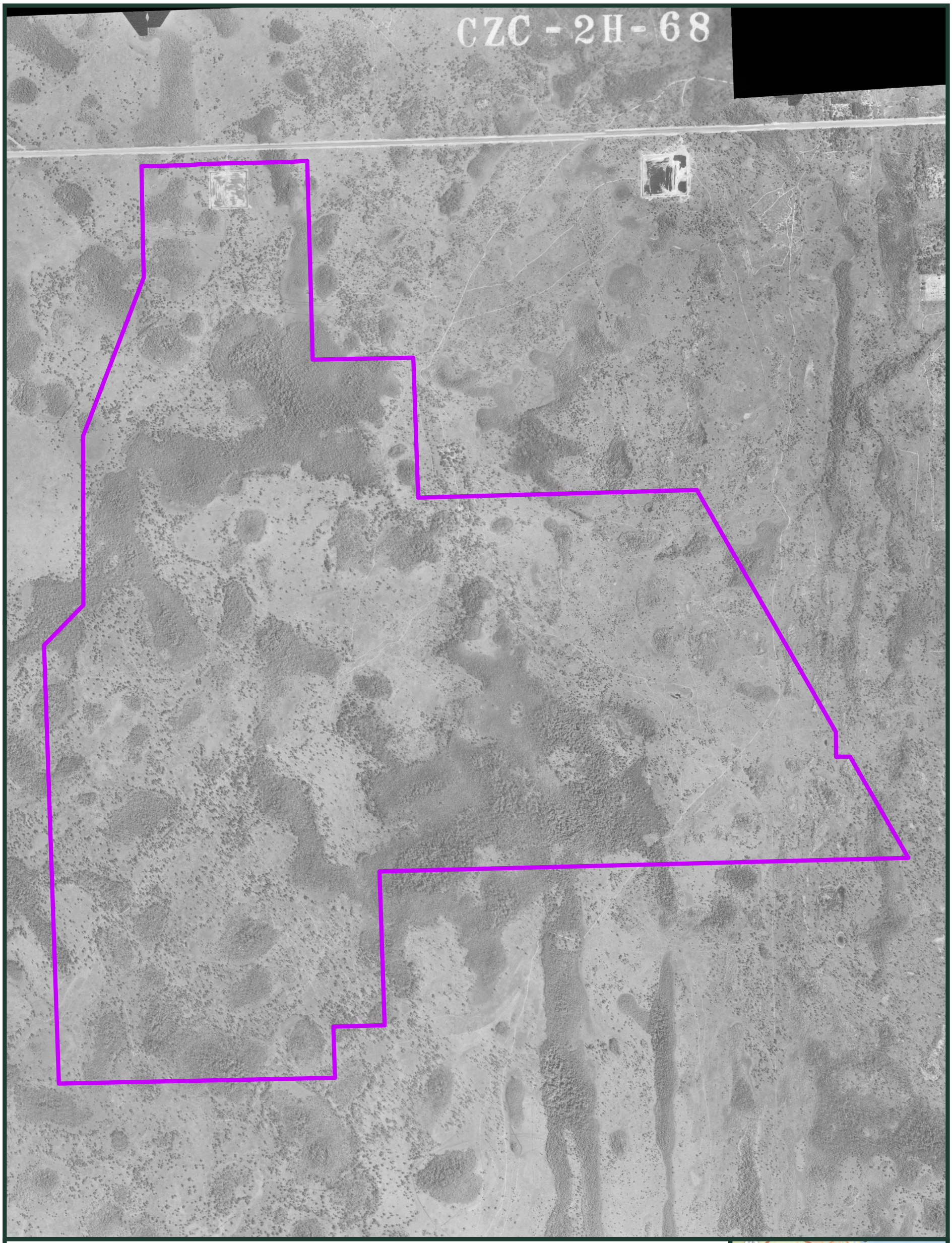
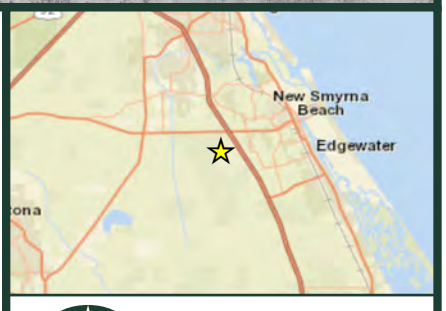


Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. UF Map Library historical aerial photography, position approximated by BDA, 1951/04/05 - 1951/04/15.

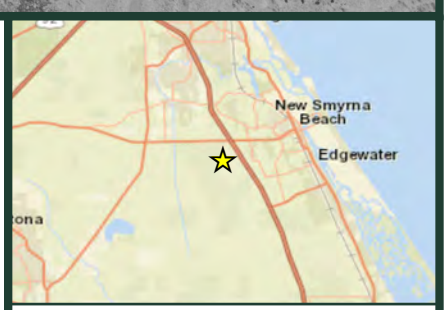
EXHIBIT 3F

1951 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
330 W. Canton Ave., Winter Park, FL 32789 • 407-677-1882

Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. UF Map Library historical aerial photography, position approximated by BDA, 1943/02/27 - 1943/03/12.

EXHIBIT 3G

1943 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
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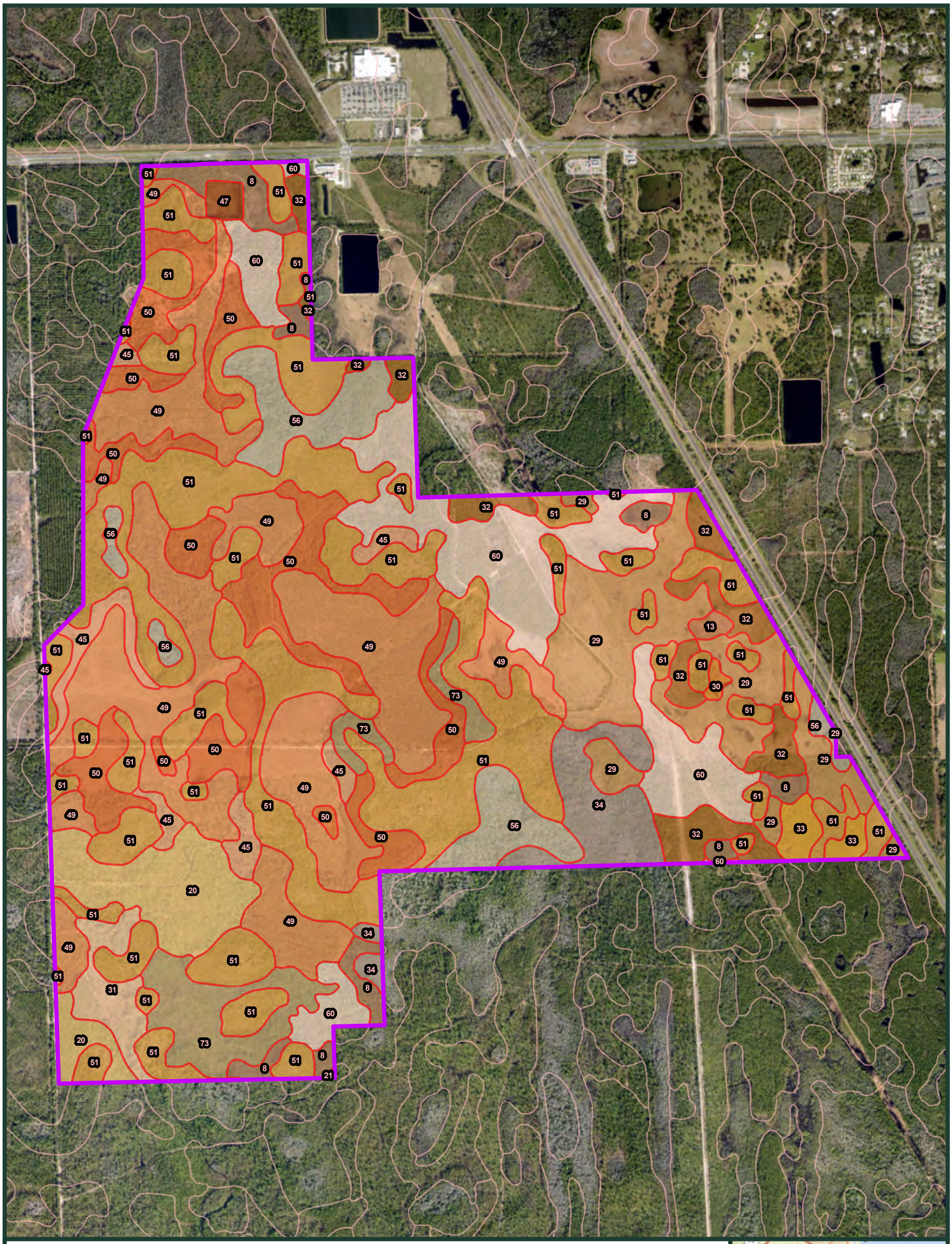
EXHIBIT 4

NATURAL RESOURCES CONSERVATION SERVICE (NRCS) SOILS MAP OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

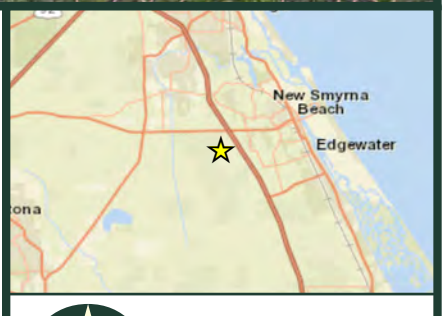


Legend

Project Boundary (1,617.7 ac)

Soils

- 8 - Basinger fine sand, frequently ponded, 0 to 1 percent slopes (40.70 ac)
- 13 - Cassia fine sand, 0 to 2 percent slopes (3.30 ac)
- 20 - EauGallie fine sand (70.55 ac)
- 21 - EauGallie fine sand, frequently ponded, 0 to 1 percent slopes (0.21 ac)
- 29 - Immokalee sand (126.65 ac)
- 30 - Immokalee sand, depressional (2.40 ac)
- 31 - Malabar fine sand (23.47 ac)
- 32 - Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes (63.01 ac)
- 33 - Myakka fine sand, frequently ponded, 0 to 1 percent slopes (13.14 ac)
- 34 - Myakka-St. Johns complex (48.89 ac)
- 45 - Pineda-Pineda, wet, fine sand, 0 to 2 percent slopes (35.56 ac)
- 47 - Pits (5.31 ac)
- 49 - Pomona fine sand (299.93 ac)
- 50 - Pomona fine sand, depressional, 0 to 2 percent slopes (154.49 ac)
- 51 - Pomona-St. Johns complex (439.82 ac)
- 56 - Samsula muck, frequently ponded, 0 to 1 percent slopes (76.05 ac)
- 60 - Smyrna-Smyrna, wet, fine sand, 0 to 2 percent slopes (156.11 ac)
- 73 - Wabasso-Wabasso, wet, fine sand, 0 to 2 percent slopes (58.09 ac)



0 625 1,250 Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. USDA, NRCS, SSURGO database for Volusia, FL, V. 2.2, pub. 2015/11/19.
ArcGIS Online World Imagery, © ESRI, 2021/03/04.

EXHIBIT 4

NATURAL RESOURCES CONSERVATION SERVICE (NRCS) SOILS MAP OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
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EXHIBIT 5

NATIONAL WETLAND INVENTORY DATA FOR THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

Legend

Project Boundary (1,617.7 ac)

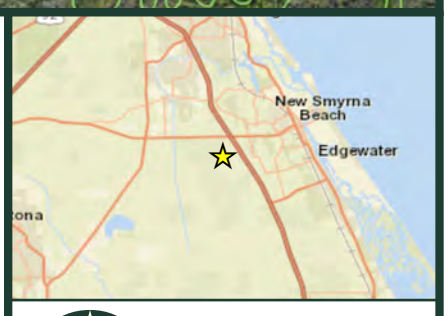
National Wetlands Inventory

Freshwater Emergent Wetland (25.77 ac)

Freshwater Forested/Shrub Wetland (637.36 ac)

Riverine (0.66 ac)

Freshwater Pond (4.95 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. U.S. Fish & Wildlife Service (USFWS), National Wetlands Inventory (NWI) data, Feb. 1971 to Dec. 1992. ArcGIS Online World Imagery, © ESRI, 2021/03/04.

EXHIBIT 5

NATIONAL WETLAND INVENTORY DATA FOR THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
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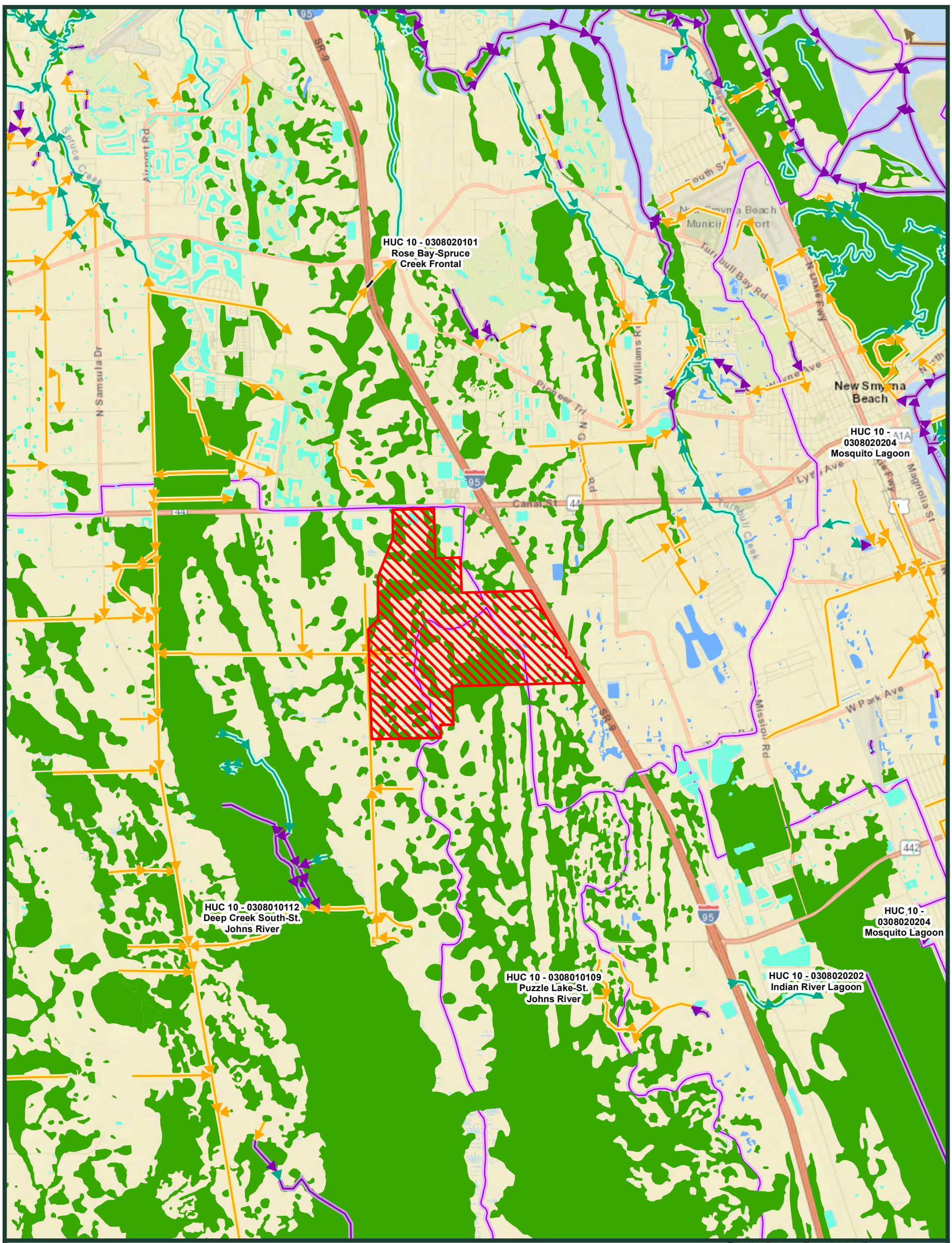
EXHIBIT 6

USGS NATIONAL HYDROGRAPHY DATASET IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA



Legend

- Project Boundary (1,617.7 ac)
- HUC 10 Watershed Boundary

NHD Waterbodies

- LakePond
- Reservoir
- SwampMarsh

NHD Flowlines

- Artificial Path
- Canal Ditch
- Coastline
- Connector
- Stream/River

0 2,500 5,000 Feet

1 inch = 5,000 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. U.S. Department of the Interior, USGS The National Map - National Hydrography Dataset (NHD); 2014.

EXHIBIT 6

USGS NATIONAL HYDROGRAPHY DATASET IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
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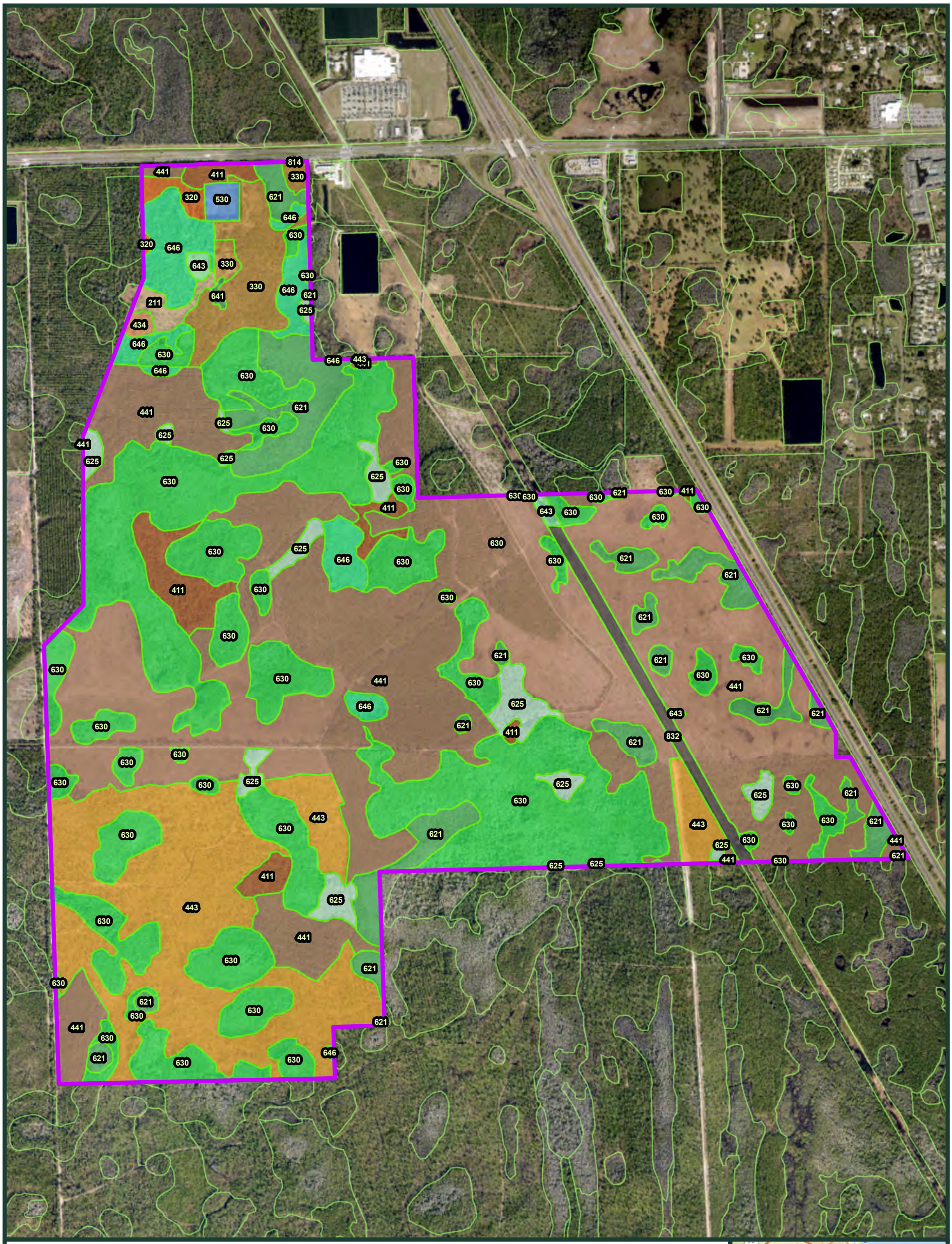
EXHIBIT 7

FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) MAP OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

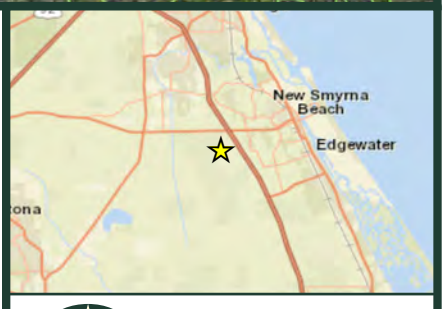


Legend

Project Boundary (1,617.7 ac)

Land Cover Classification

- 211 - Improved Pastures (6.56 ac)
- 320 - Shrub and Brushland (6.02 ac)
- 330 - Mixed Upland Nonforested (41.80 ac)
- 411 - Pine Flatwoods (38.15 ac)
- 434 - Upland Mixed - Coniferous / Hardwood (2.39 ac)
- 441 - Coniferous Plantations (636.72 ac)
- 443 - Forest Regeneration Areas (201.18 ac)
- 530 - Reservoirs (4.95 ac)
- 621 - Cypress (104.45 ac)
- 625 - Hydric Pine Flatwoods (40.58 ac)
- 630 - Wetland Forested Mixed (459.51 ac)
- 641 - Freshwater Marshes (0.90 ac)
- 643 - Wet Prairies (4.38 ac)
- 646 - Mixed Scrub-shrub Wetland (51.72 ac)
- 814 - Roads and Highways (0.34 ac)
- 832 - Electrical Power Transmission Lines (18.05 ac)



0 625 1,250 Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. SJRWMD Land Use and Land Cover, 2016. ArcGIS Online World Imagery, © ESRI, 2021/03/04.

EXHIBIT 7

FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) MAP OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
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EXHIBIT 8

LISTED SPECIES WITH POTENTIAL FOR OCCURRENCE ON THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH SITE, VOLUSIA COUNTY, FLORIDA

Exhibit 8 **Listed Species with Potential for Occurrence on the Deering Park Innovation Center at New Smyrna Beach Site, Volusia County, Florida.**

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
PLANTS				
Cucurbita okeechobeensis ssp. *okeechobeensis* Okeechobee gourd	Pond apple swamps, mixed hardwood swamp.	Low	E	
Deeringothamnus regelii Rugel's pawpaw	Pine flatwoods.	Moderate	E	
Species	**Habitat**	**Likelihood of Occurrence**	**Designated Status[1]**	
			USFWS[2]	**FWC[3,4]**
FISH				
Pteronotropis welaka bluenose shiner	Blackwater rivers and streams, spring runs.	Not Applicable	—	ST
AMPHIBIANS				
Notophthalmus perstriatus striped newt	Isolated ephemeral ponds, longleaf pine, turkey oak sandhill, scrub, scrub flatwoods, xeric oak scrub, sand pine scrub, sandhill, pine flatwoods.	Low	—	ST
REPTILES				
Alligator mississippiensis American alligator	Freshwater marsh, cypress swamp, mixed hardwood swamp, shrub swamp, bottomland hardwoods, lakes, ponds, rivers, streams.	High	T(S/A)	FT(S/A)

Exhibit 8 Continued.

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
Caretta caretta loggerhead sea turtle	Marine coastal and oceanic waters, beaches.	Not Applicable	T	FT
Chelonia mydas green sea turtle	Estuarine and marine coastal and oceanic waters, beaches.	Not Applicable	T	FT
Dermochelys coriacea leatherback sea turtle	Oceanic waters, beaches.	Not Applicable	E	FE
Drymarchon corais couperi eastern indigo snake	Xeric oak scrub, sand pine scrub, sandhill, pine flatwoods, pine rocklands, tropical hardwood hammock, hydric hammock, wet prairie, mangrove swamp.	Moderate	T	FT
Gopherus polyphemus gopher tortoise	Sandhill, sand pine scrub, xeric oak scrub, coastal strand, xeric hammock, dry prairie, pine flatwoods, mixed hardwood-pine forests, ruderal.	Moderate	—	ST
Lepidochelys kempii Kemp's ridley sea turtle	Marine coastal waters.	Not Applicable	E	FE
Neoseps reynoldsi sand skink	Rosemary scrub, sand pine scrub, xeric oak scrub, scrubby flatwoods, xeric hammock.	Unlikely	T	FT
Nerodia clarkii taeniata Atlantic salt marsh snake	Salt marsh, mangrove swamp, tidal creeks, tidal pools, tidal ditches.	Unlikely	T	FT
Pituophis melanoleucus mugitus Florida pine snake	Xeric oak scrub, sand pine scrub, sandhill, scrubby pine flatwoods, old fields on former sandhill and scrub sites.	Low	—	ST

Exhibit 8 Continued.

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
BIRDS				
Antigone canadensis pratensis Florida sandhill crane	Dry prairie, freshwater marsh, pasture.	Low	—	ST
Aphelocoma coerulescens Florida scrub-jay	Xeric oak scrub.	Low	T	FT
Athene cunicularia floridana Florida burrowing owl	Sandhill, dry prairie, pastures, ruderal.	Unlikely	—	ST
Calidris canutus rufa Rufa red knot	Coastal sandy beaches, saltmarshes, lagoons, mudflats of estuaries and bays, and mangrove swamps.	Unlikely	T	FT
Charadrius melodus piping plover	Beaches, tidal mud flats.	Unlikely	T	FT
Dryobates (=Picoides) borealis red-cockaded woodpecker	Sandhill, pine flatwoods.	Unlikely	E	FE
Egretta caerulea little blue heron	Freshwater marsh, various types of forested wetlands, lakes, streams, salt mash, mangrove swamp, tidal mud flats.	High	—	ST
Egretta rufescens reddish egret	Salt marsh, mangrove swamp, tidal mud flats, shallow bays, and lagoons.	Low	—	ST

Exhibit 8 Continued.

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
Egretta tricolor tricolored heron	Salt marsh, mangrove swamp, tidal mud flats, tidal creeks, tidal ditches, freshwater marsh, various types of forested wetlands, lakes, and ponds.	High	—	ST
Falco sparverius paulus southeastern American kestrel	Sandhill, pine flatwoods, dry prairie, pasture, old field.	Low	—	ST
Haematopus palliates American oystercatcher	Beaches, sandbars, tidal mud flats, shellfish beds.	Unlikely	—	ST
Mycteria americana wood stork	Freshwater marsh, various types of forested wetlands, ponds, salt marsh, mangrove swamp, tidal mud flats, lagoons, flooded pastures.	Moderate	T	FT
Platalea ajaja roseate spoonbill	Salt marsh, mangrove swamp, estuarine bays and lagoons, tidal flats and pools.	Moderate	—	ST
Polyborus plancus audubonii Audubon's crested caracara	Dry prairie, cabbage palm–live oak hammock, freshwater marsh, pasture.	Unlikely	T	FT
Rostrhamus sociabilis plumbeus Everglade snail kite	Freshwater marsh, lakes.	Low	E	FE
Rynchops niger black skimmer	Beaches, tidal mud flats, sandbars, tidal creeks, estuarine bays, and lagoons.	Unlikely	—	ST
Sterna antillarum least tern	Beaches, tidal mud flats, estuarine and marine waters, lakes.	Unlikely	—	ST

Exhibit 8 Continued.

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
MAMMALS				
Peromyscus polionotus niveiventris southeastern beach mouse	Coastal strand.	Unlikely	T	FT
Trichechus manatus latirostris Florida manatee	Estuarine bays and lagoons, seagrass beds, rivers, spring runs.	Not Applicable	T	FT

[1] Federal Designations: E = Endangered; T = Threatened; T(S/A) = Threatened Due to Similarity of Appearance; State Designations: ST = State-designated Threatened; SSC = State Species of Special Concern; ST(S/A) = State-designated Threatened Due to Similarity of Appearance; FE = Federally-designated Endangered; FT = Federally-designated Threatened; FT(S/A) = Federally-designated Threatened Due to Similarity of Appearance.

[2] U.S. Fish and Wildlife Service.

[3] Florida Fish and Wildlife Conservation Commission.

[4] Species are listed as "Federally-designated endangered or threatened species" on the Florida Endangered and Threatened Species list; however, regulatory authorizations for take are only provided by the federal agency administering the species under the Endangered Species Act of 1973, as amended.

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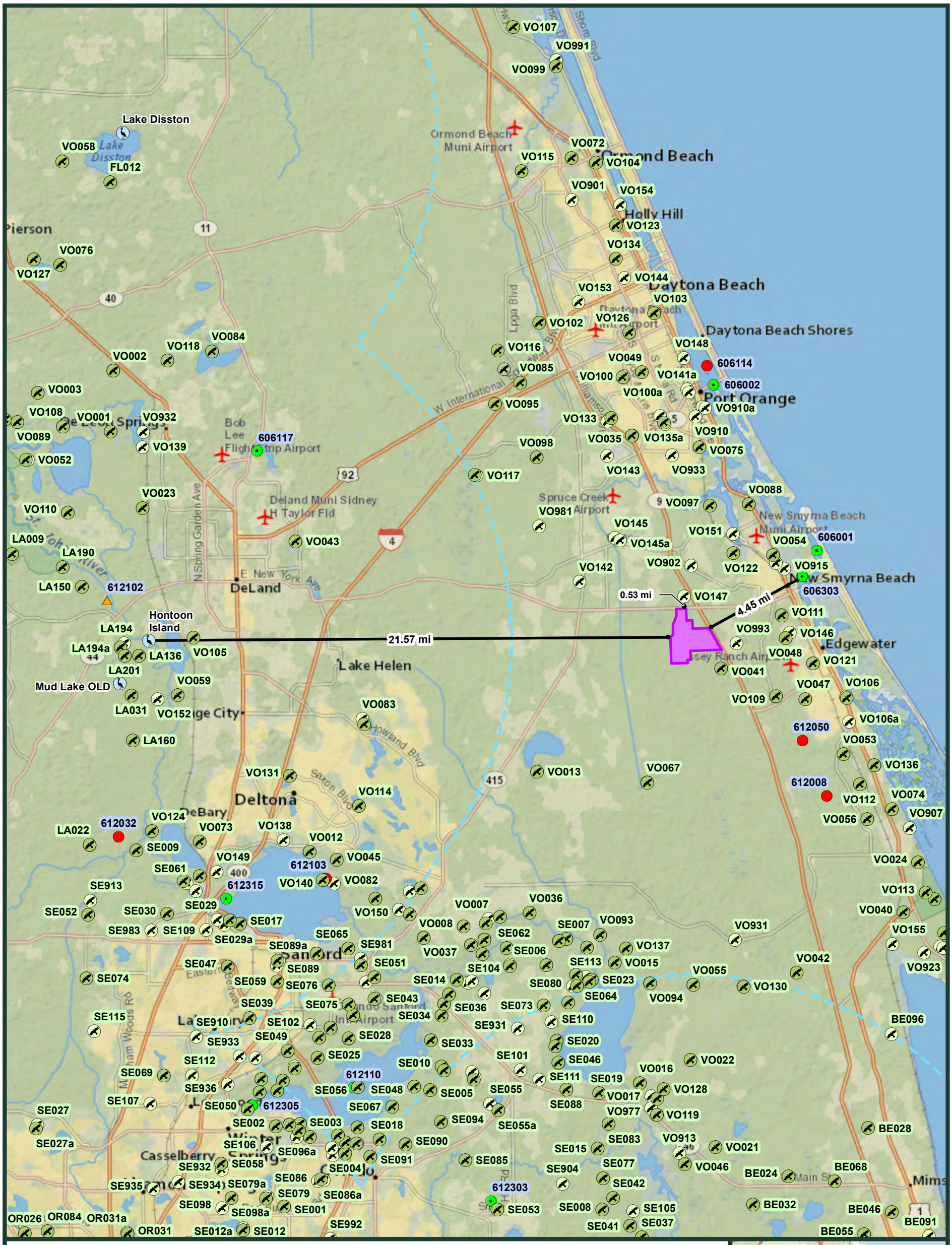
EXHIBIT 9

BALD EAGLE NESTS, WOOD STORK COLONIES, AND WADING BIRD ROOKERIES IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

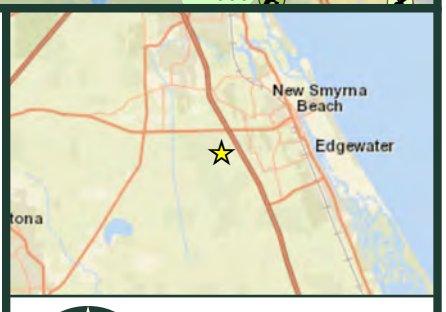


Legend

- Project Boundary (1,617.7 ac)
- Eagle's Nests (2017)
- Eaglewatch Nest Sites (2023)
- Wood Stork Colonies (2019)
- Wood Stork Foraging Areas (2019)

Wading Bird Rookeries (1999)

- Active
- Inactive
- Not checked



0 2 4 Miles

1 inch = 4 miles

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Florida Fish and Wildlife Conservation Commission (FWC) Caracara and Eagle nests, Wood Stork coloneis and wading bird rookeries. Audubon Eaglewatch Program nest sites, 2023/2.

EXHIBIT 9

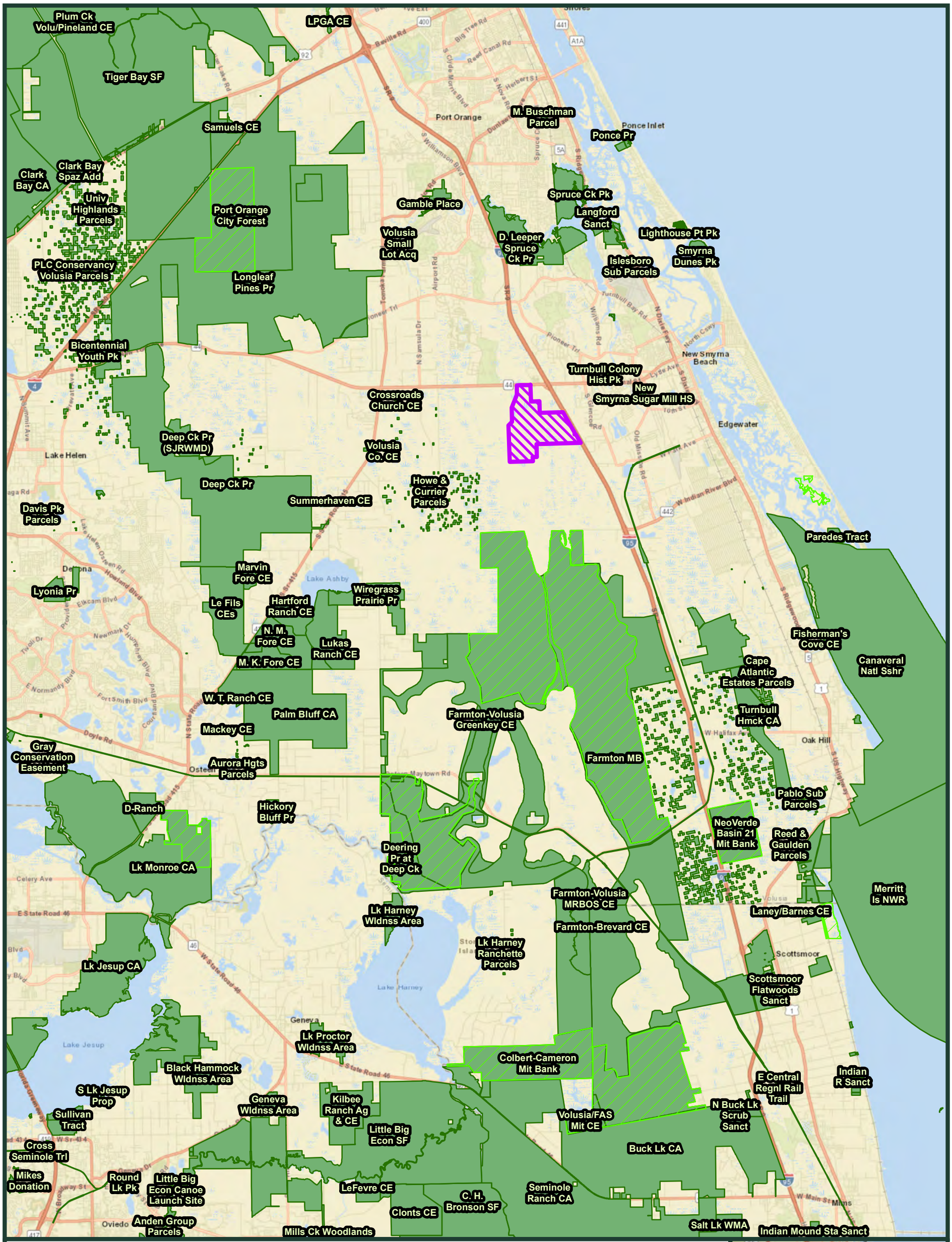
BALD EAGLE NESTS, WOOD STORK COLONIES, AND WADING BIRD ROOKERIES IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
330 W. Canton Ave., Winter Park, FL 32789 • 407-677-1882

BDA
ENVIRONMENTAL CONSULTANTS

EXHIBIT 10

CONSERVATION AREAS AND MANAGED LANDS IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH SITE



Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. FNAI lorida Managed Areas, 2023/09/06. FDEP Mitigation Banks, 2023/05/12.

EXHIBIT 10

CONSERVATION AREAS AND MANAGED LANDS IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH SITE.

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EXHIBIT 11

VOLUSIA COUNTY ENVIRONMENTAL CORE OVERLAY MAP IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH SITE, VOLUSIA COUNTY, FLORIDA

Legend

Project Boundary (1,617.7 ac)

Environmental Core Overlay

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Volusia County Environmental Core Overlay, 2024/01/31.

0 7,500 15,000

Feet

1 inch = 15,000 feet

EXHIBIT 11

VOLUSIA COUNTY ENVIRONMENTAL CORE OVERLAY MAP IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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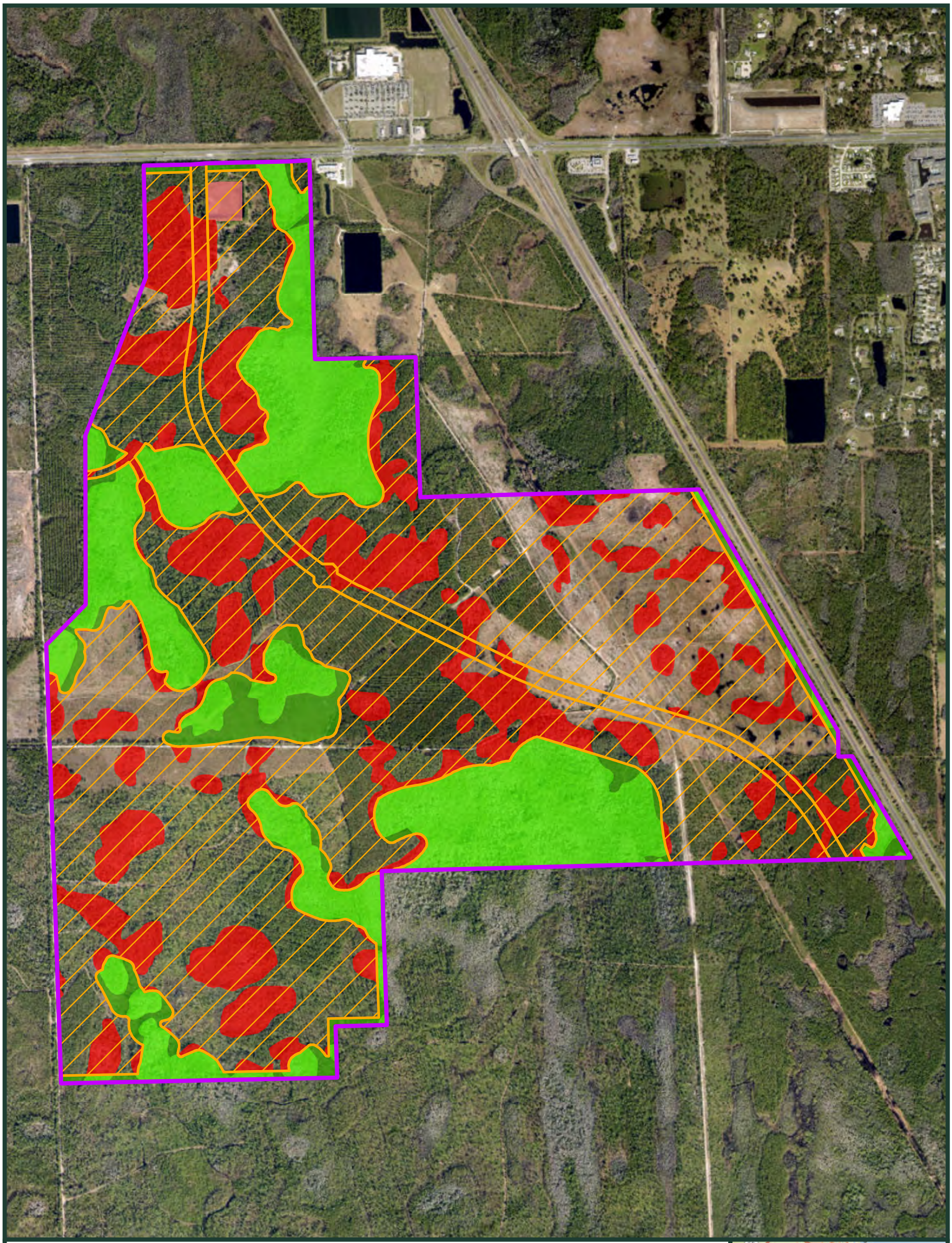
EXHIBIT 12

PROPOSED CONCEPTUAL DEVELOPMENT FOOTPRINT, POTENTIAL WETLAND IMPACTS AND PROPOSED WETLANDS TO REMAIN POST-DEVELOPMENT WITHIN THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA



Legend

- Project Boundary (1,617.7 ac)
- Conceptual Development Footprint

Conceptual Impacts

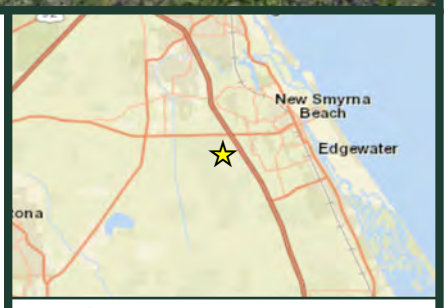
- Potential Surface Water Impacts (4.95 ac)
- Potential Wetland Impacts (327.0 ac)

Conceptual Preservation

- Proposed Wetlands to be Preserved (334.6 ac)
- Proposed Uplands to be Preserved (73.9 ac)

Note: The wetland boundaries depicted on this exhibit were based on publicly available SJRWMD FLUCFCS data and will be subject to change based on field verification completed as part of the site permitting process.

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Conceptual development footprint provided by Family Lands Remembered, LLC, 2024/02/17. ArcGIS Online World Imagery, © ESRI, 2021/03/04.



0 625 1,250 Feet

1 inch = 1,250 feet

EXHIBIT 12 - PROPOSED CONCEPTUAL DEVELOPMENT FOOTPRINT, POTENTIAL WETLAND IMPACTS AND PROPOSED WETLANDS TO REMAIN POST-DEVELOPMENT WITHIN THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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Southeast Volusia Economic Development Strategic Plan 2022

Report prepared by East Central Florida Regional Planning Council

Southeast Volusia Economic Development Strategic Plan

2022

ECFRPC June 2022

TABLE OF CONTENTS

Executive Summary....3

Purpose and Scope....4

About Southeast Volusia....5

Economic Framework....7

People....8

- Demographic Characteristics....8
- Economic Trends....9
- Occupational Characteristics....11

Prosperity....12

- Economic Structure....12
- Largest Employers....13
- Measuring Economic Competitiveness....14
- Economic Clustering....15

Places....16

Workshop Results....17

Planning for Economic Development....20

SEV Regional Economic Strategic Plan....22

Conclusion....34

EXECUTIVE SUMMARY

The Southeast Volusia (SEV) County region, including the Cities of New Smyrna Beach, Oak Hill, and Edgewater, has unified in efforts to increase regional economic development. To promote collaboration, the SEV Chamber of Commerce conducted two leadership summits to build consensus and a deeper understanding of regional strengths, challenges, and opportunities. These strategic stakeholder engagement events, funded by an EDA Cares grant, included the participation of SEV cities, SEV Chamber of Commerce, Volusia County staff, Team Volusia, Southeast Volusia Manufacturing and Technology Coalition (SEVMTC), Southeast Volusia Advertising Authority, CEO Business Alliance, elected officials, several local businesses, education providers and the East Central Florida Regional Planning Council as discussion facilitators and to provide economic development and technical assistance support. As a result of these summits, and based on the culmination of work prior to and after these events, the SEV region has developed an overarching focal goal to increase and diversify the regional economy, to attract high-wage jobs by retaining and expanding a skillful and quality workforce to interest businesses and specific targeted industries that will provide with those desirable jobs, and that will be suitable for the region to grow and prosper in an innovative, sensible, and thriving way. In addition, this goal aims to protect the region's valuable natural resources and the region's quality of life. Overall, the efforts that facilitate implementation of the established goal provides for the consideration of SEV's people, places, and prosperity, emphasizing comprehensive community resilience building.

This SEV Economic Development Strategic Plan presents a regional analysis of SEV's demographic and occupational characteristics, employment profile, industry competitiveness, economic clusters, and challenges and opportunities. The analysis concludes with the established regional goal, five objectives, and a series of respective strategies and actions that work toward preparing for opportunities, pivoting from threats, addressing weaknesses, and reinforcing strengths to promote and increase regional economic development.



SEV Economic Development Summit, 2022 (Brannon Center)

Acknowledgement

This Economic Development Plan is based on a unified collaboration between the Cities of Edgewater, New Smyrna Beach, and Oak Hill, Volusia County, the Southeast Volusia Chamber, Team Volusia, and the Southeast Volusia Manufacturing and Technology Coalition . This report consists, in part, of information shared by the Southeast Volusia Manufacturing and Technology Coalition and its publications.

PURPOSE AND SCOPE

Combined as one economic community, distinctly dependent on each other yet each very unique, the Southeast Volusia region- composed of the City of New Smyrna Beach, the City of Edgewater, the City of Oak Hill, and Volusia County- has unified to address the challenge of recruiting companies that can help provide high-paying jobs and valuable industry development for the region. Thus, with this challenge in mind and the opportunity that this presents for regional economic growth, these governmental entities have collaborated to establish an economic development goal that aims to diversify the regional economy by attracting high-wage/high-value industries and jobs in those industries that have been identified as most compatible and competitive based on unique regional characteristics.

Southeast Volusia (SEV) is geographically, economically, and socially connected through common commercial, institutional, cultural, and recreational assets. In addition, this community shares valuable resources such as the Mosquito Lagoon, Atlantic seashore, Chamber of Commerce, and the largest contiguous industrial area in the county, to name a few. Hence, the region holds a variety of attractive site characteristics and quality of life attributes for businesses to consider when establishing or relocating their facilities. However, additional contributing factors such as a qualified workforce, accessible and adequate infrastructure, housing availability, vicinity to schools, and healthcare access play an essential role in decision-making processes in economic competitiveness and business development goals. Therefore, the SEV governing bodies have recognized the importance of a strategic plan focused on quality workforce development, funding and infrastructure, resilient and environmentally conscious land use, economic prosperity, and collaborative economic and industry growth efforts. Accordingly, the region will work to promote and propel the established desired goal by preparing for opportunities, pivoting from threats, addressing weaknesses, and reinforcing regional strengths. This plan, in addition, will serve to complement and support efforts from the SEV Manufacturing and Technology Coalition and regional marketing initiatives.

STRATEGIC PLAN GOAL

Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high-wage/high-value industries and jobs in aviation & aerospace; light (including manufacturing); boat building suppliers & marine equipment and services; medical; and corporate office industries.

REGIONALLY SHARED VISION

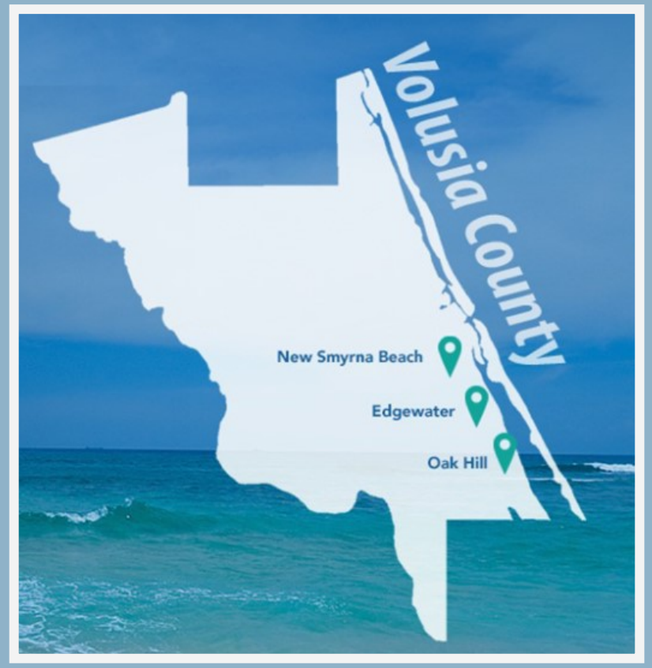
Southeast Volusia is recognized globally as competitive, business-friendly, economically strong community with a high quality of life.

ABOUT SOUTHEAST VOLUSIA (SEV)

Located by the Atlantic Ocean and north of Brevard County, the SEV region holds diverse and attractive characteristics that embrace wide-range economic development opportunities and conditions for overall great quality of life. Based on a SEV Strategic Marketing Plan initiative, the following regional attributes presented in this "About SEV" section have been identified. SEV offers a vast natural environment, world-class tourism/ecotourism experiences, and numerous recreational activities such as art, quality local restaurants, and quaint downtown districts for entertainment and retail.

In terms of education, the region offers excellent STEM program options- Edgewater Elementary Public School (the first elementary school in the State to become STEM) and Burns Sci Tech Charter School (NASA's Speakers Bureau Resource partner) - and quality post-secondary education, such as Daytona State College's New Smyrna Beach-Edgewater Campus. In addition, the region is near the Embry Riddle Aeronautical University campus, which also contributes with technical training and assistance opportunities for community building, workforce development, and industry recruitment.

Along with the many quality-of-life-related attributes, SEV also offers various economic influencing and location attractive qualities for businesses. For instance, the region is well-positioned to serve the aviation and aerospace industry. It is also a hub for boat and composite manufacturing, and it has a notable steel company presence. In addition, the region is also located in a prime area for aerospace supplier companies, near NASA and the Kennedy Space Center. Connectivity is also a key attribute of SEV for the business community. The region offers access to New Smyrna Beach Municipal Airport, Massey Ranch Airpark, Tully RV (private) airstrip, and Blue Ridge Flightpark (private) airport; and near Orlando International Airport (60 miles) and Daytona Beach International Airport.



SEV HIGHLIGHTS

- World class tourism and ecotourism area
- Quality educational opportunities
- Great quality of life components: art, outdoor activities, and quaint downtown districts
- HUB for manufacturing
- Well-positioned to serve the aviation and aerospace industry
- Access and close proximity to airports, port, rail, major connecting roads

ABOUT SEV (CONT.)

In terms of land and water transportation options, SEV has access to highway I-95, SR44 connection to highway I-4, US 1 route, Florida East Coast Railway, deep water Port Canaveral (90 miles away), Port of Jacksonville, Intracoastal Waterway, and soon access to additional and improved traffic arteries and connectors will be available.

Another notable attribute of the SEV region is the availability of site locations for businesses to build or relocate with great opportunities for financial success based on the many qualities previously stated. However, the site readiness and infrastructure availability is limited or slows site development and relocation opportunity. Thus, in order address this constrains, the SEV region has worked over the past years to develop strategies that will enhance area attributes and site readiness, and further promote economic development and industry growth.



Flagler Avenue


Atlantic Center for the Arts


Mosquito Lagoon

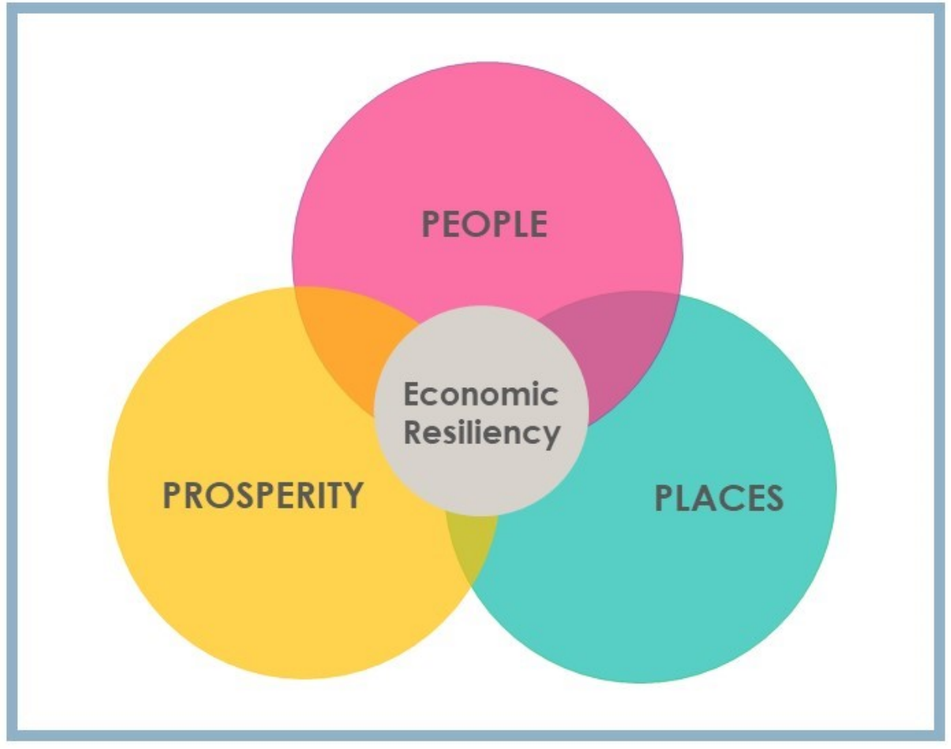
ECONOMIC FRAMEWORK

The East Central Florida Regional Planning Council (ECFRPC) has served as the region's Economic Development District since 2003. Through this partnership with the U.S. Economic Development Administration (EDA), the ECFRPC has helped communities and organizations attract more than $10 million in federal money to fund economic development projects. These include the Applied Aviation and Engineering Hangar at Embry Riddle University ($1 million) and infrastructure improvements to the Daytona Beach International Airport.

In order to access most EDA funding opportunities, economic development projects need to be compliant with the EDD's Comprehensive Economic Development Strategy (CEDS) document. A strategy-driven plan, the CEDS strives to create a resilient regional economy by fostering innovation, competitiveness, and industry diversification. The CEDS is developed with the assistance of a Strategy Committee comprised of members from the private and public sectors including economic development organizations, workforce development agencies, local governments, business leaders, higher education institutions, and private individuals. The East Central Florida CEDS document examines regional demographic and economic trends, measures the region's innovation capacity, identifies competitive industry clusters, and discusses the importance of place-based economics. The most updated version of the plan can be found at www.ecfrpc.org/economic development.

To address economic resiliency, the ECFRPC uses three pillars: People, Prosperity, and Places. The People factor addresses the general needs of the population, workforce, and local organizations to help foster social cohesion, inclusiveness, and community welfare. The Prosperity factor harnesses major industry assets and innovation systems to promote paths of upward social mobility, equity, and inclusive economic development. And finally, the Places factor focuses on the community's natural and built environments, infrastructure, place-based assets, local institutions, and governance systems to attract and retain economic activity, and improve the residents' health and well-being.

Resilience - The ability to *bounce forward*; absorb, recover, and get better in the face of short-term shocks like hurricanes or infrastructure failures and long-term stressors like affordable housing, aging infrastructure, shifting economic trends and climate change.



PEOPLE

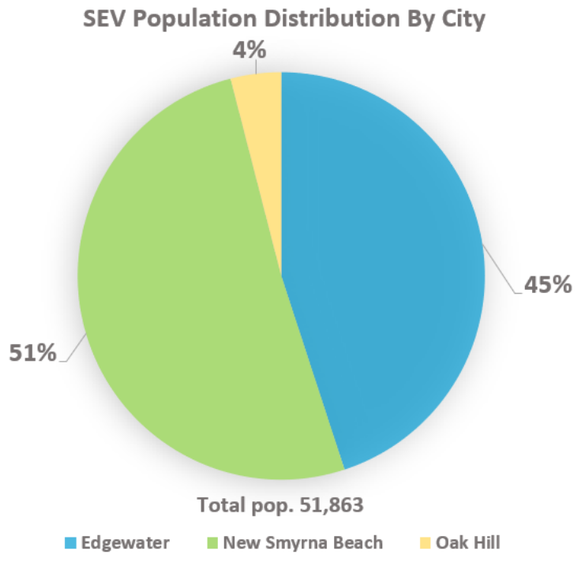
DEMOGRAPHIC CHARACTERISTICS

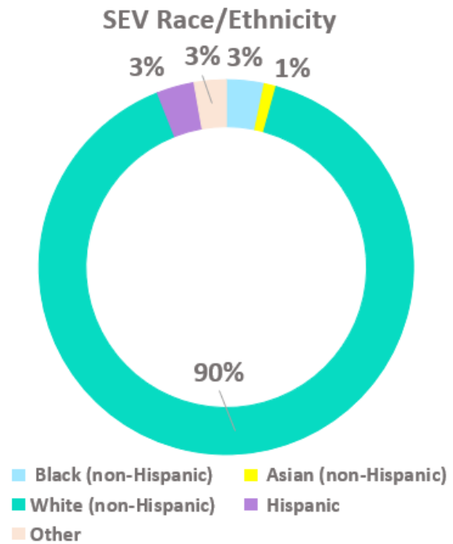
The Southeast Volusia (SEV) region is home to 51,863 people, which represents 10% of the County's population. Over half of the region's residents live within the City of New Smyrna Beach, with another 45% residing in Edgewater. The overwhelming majority of the region's residents are White/Non-Hispanic.

As a region, the female population makes up about 53% of the SEV residents from which 15% (4,098 residents) are 18 years old or younger, and 85% (23,578 residents) are 18 years old or older. The male population constitutes the remaining 47%, from which 14% (3,370 residents) are 18 years old or younger, and 86% (20,817 residents) are 18 years old or older. Fifty-three percent of the region's residents are of working age (18-64). When compared to Volusia, the SEV region has a lower percentage of young residents and a much higher proportion of retirees. The median age for each of the SEV cities is 51.1 in the City of Edgewater, 56.2 in the City of Oak Hill, and 59.3 in the City of New Smyrna Beach. The higher number of retirees within the SEV region explains why it has a lower labor force participation rate when compared to other jurisdictions.

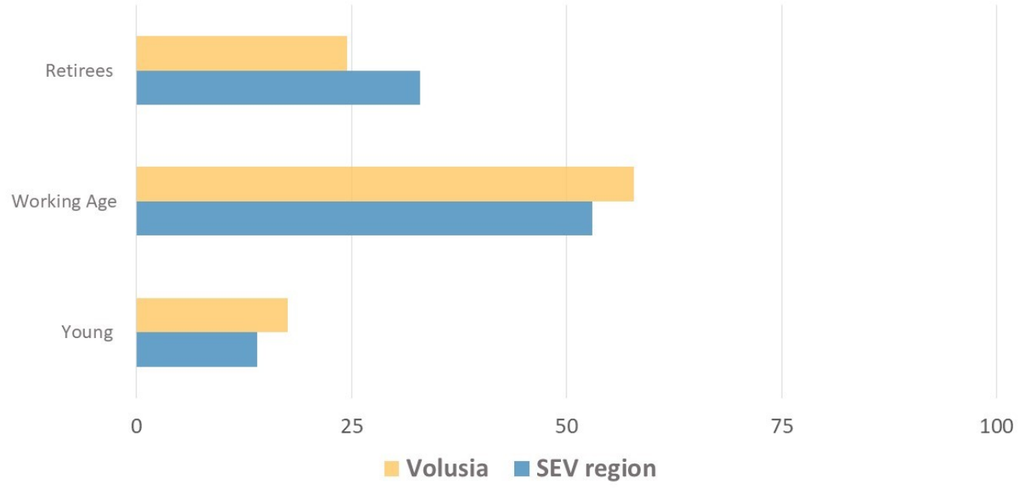
SEV Median Age By City		
Edgewater	New Smyrna Beach	Oak Hill
51.1	59.3	56.2

Source: mySidewalk, US Census ACS 5-year 2015-2019





Source: mySidewalk, US Census ACS 5-year 2015-2019



Source: mySidewalk, US Census ACS 5-year 2015-2019

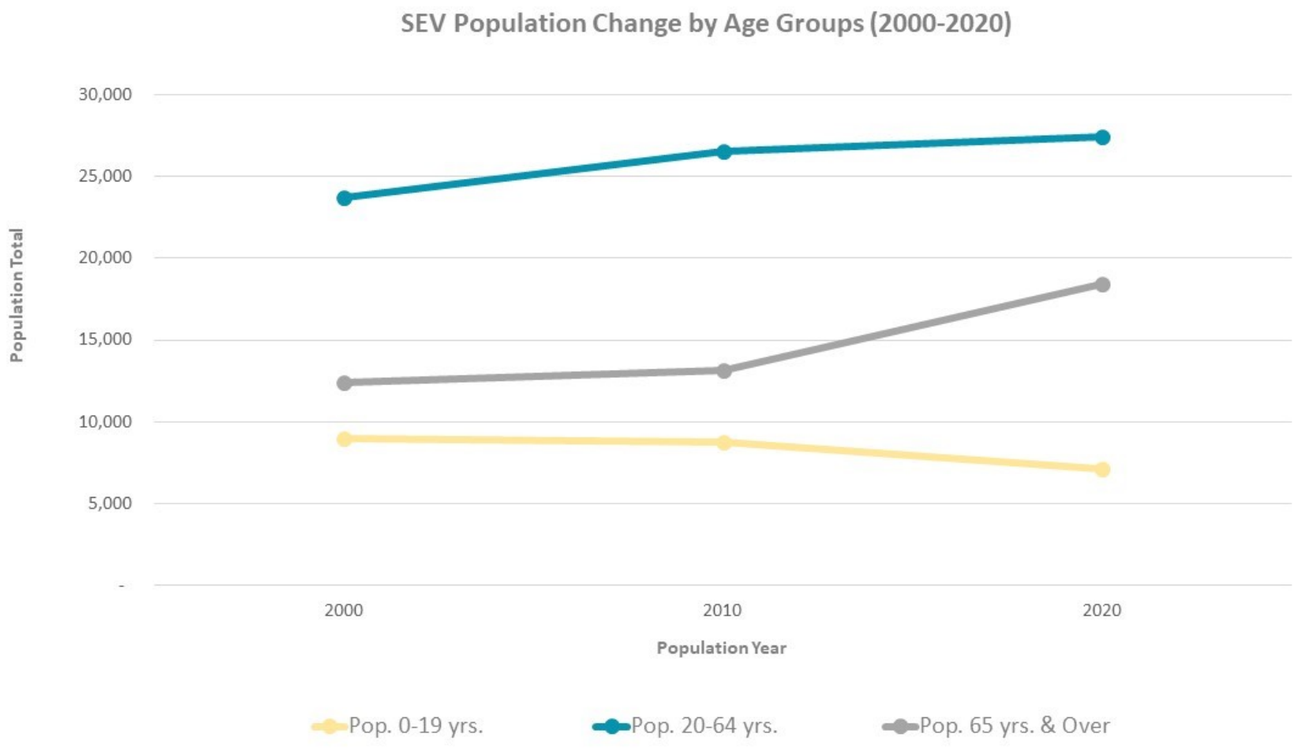
PEOPLE

DEMOGRAPHIC TRENDS

As previously discussed, currently more than half of the SEV region's population is within the working age range . Based on Census numbers, this segment of the population has increased slightly during the past two decades. The region added 3,775 residents between the ages of 20 and 64 during this time period.

While the SEV region's younger population decreased in the last two decades, the number of retirees continued to increase. One reason for this trend might be the construction of a housing stock that caters to retirees, especially those that want to live in the coast. There were almost 6,000 more retirees in 2020 than in 2000. This is a whopping 48 percent increase. On the other hand, the number of younger residents decreased by close to 2,000 people. Rising home prices has probably driven families to other nearby communities.

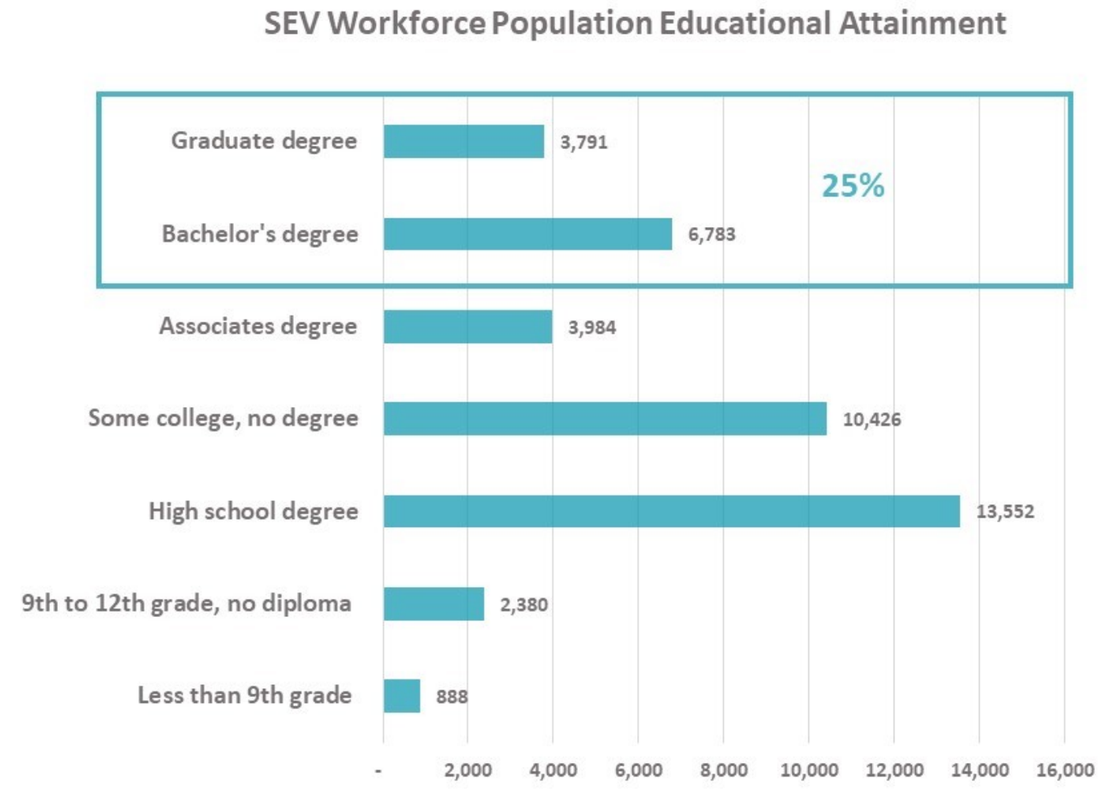
This graying population will have effects on the SEV's economy. Retirees tend to spend their money on health care and consumption services. While region's workforce has remained stable, regional leaders might want to develop more housing and amenities to attract more families to the area.



DEMOGRAPHIC CHARACTERISTICS (CONT.)

In terms of education, SEV compares favorably with both Volusia County and the State of Florida. About 25% of the region's residents have a bachelor's degree or higher. This percentage is higher than the County (24%) but lower than Florida (31%). The SEV region does have a higher percentage of high school graduates and residents with "some college, not degree" than these other jurisdictions. To increase the region's competitiveness, SEV leaders should focus on capacity building for education and workforce development as part of the economic strategies; with this focal component, SEV will be able to attract businesses that provide higher-paying jobs and simultaneously facilitate the retention and expansion of the region.

The region's demographic structure and level of education influence the median household income. At $57,043, the City of New Smyrna Beach has the highest median household income in the SEV area. This income figure is relatively close to the numbers from the State of Florida ($57,073) and much higher than the County ($52,407). Conversely, the median household incomes for the City of Edgewater ($49,878) and the City of Oak Hill ($49,639) are lower than both jurisdictions.



Source: mySidewalk, US Census ACS 5-year 2015-2019

SEV Median Household Income By City		
Edgewater	New Smyrna Beach	Oak Hill
$49,878	$57,043	$49,639

Source: mySidewalk, US Census ACS 5-year 2015-2019

OCCUPATIONAL CHARACTERISTICS

Another useful tool for examining the conditions of employment and the overall labor force is an occupational analysis. An analysis of the region shows that the largest occupation in SEV based on the number of employees is cashiers, with 509 people. Fast food and counter workers (477) and customer service representatives (247) are the region's second and third most common occupations. The mean annual wage for these three occupations is below $30,000. In terms of cashiers and fast-food workers, these occupations have a mean annual income of less than $25,000. Of the 13 biggest occupations by employment, only general and operations managers have a median annual income above $50,000.

An occupations analysis of the region shows that SEV heavily relies on hospitality, indicating a need for economic diversification.

Another way of looking at occupations is by their concentration. Location quotients (LQ) are used to gauge the relative strength of an industry or occupation compared to the national average for that industry. Hence, an occupation with an LQ of more than 1 shows the local strength of an industry over the national average. Of the occupations with the highest LQ within the SEV region, several have a presence in the manufacturing (fiberglass laminators, structural metal fabrication) and leisure and hospitality (host and hostesses, cooks, and waiters and waitresses).

Occupations By Highest Location Quotients By City

SEV City	Occupation	LQ
Edgewater	Fiberglass Laminators and Fabricators	172.30
	Marine Engineers and Naval Architects	27.23
	Motorboat Mechanics and Service Technicians	12.82
Oak Hill	Kindergarten Teachers, Except Special Education	9.04
	Education Administrators, Kindergarten through Secondary	8.13
	Structural Metal Fabricators and Fitters	12.32
New Smyrna Beach	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	4.41
	Waiters and Waitresses	4.16
	Cooks, Restaurant	4.18

Source: JobsEQ, 2021Q4

PROSPERITY

ECONOMIC STRUCTURE

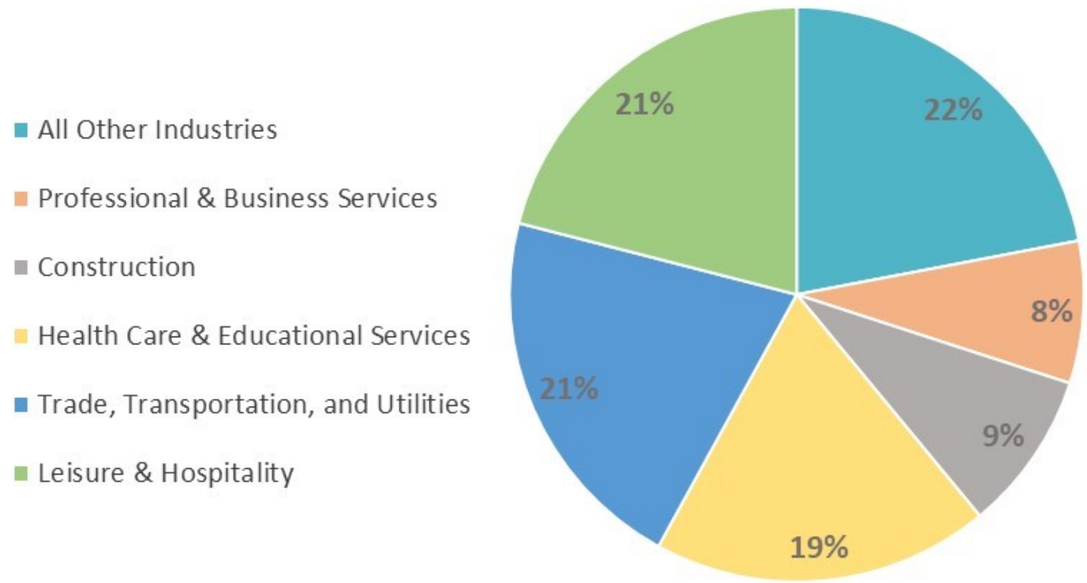
Economic structure is the term used to describe the composition of employment by industry in the local economy. Understanding this dynamic is the first step to analyzing SEV's economic competitiveness. Here it is is important to differentiate between "traded" and "non-traded" industries. The first set of industries drive economic growth because they sell their goods and services outside the region. Moreover, the development of their products is often dependent on national and international supply chains. Examples of traded industries include manufacturers and hotels. On the other hand, non traded industries mainly exist to serve the area's population and thus derive most of their income from the local consumption. These include establishments like supermarkets and barber shops.

According to JobsEQ, the SEV area had close to 15,000 employees in 2021. About 90 percent of these jobs belong to non-traded iand service producing industries. The Trade, Transportation & Utilities (TTU) supers sector comprises 21 percent of all jobs within the region. It includes wholesale and retail trade establishments, transportation companies, and private utilities. The second largest grouping is Leisure and Hospitality. While it includes some traded industries like accommodation, most of the local establishments are in the food services industry. Establishments within the Education and Health Services supersector provide education and medical services to the region's residents. Most of these establishments serve local residents.

When developing an economic development strategy, it is important to focus on strategies to attract more traded industries. These tend to generate more high-wage jobs for the area's residents and tend to have a bigger economic impact.

Industries Difference

Traded Industries	Non-Traded Industries
• Drive Economic Growth	• Provide Local Services
• Export Goods and Services	• Mostly Local Consumption
• National/ International Trends	• Regional Conditions



Source: JobsEQ, 2022

PROSPERITY

LARGEST EMPLOYERS

When addressing business structure, it is also important to know the name and location of the region's largest employers. According to Data Axle/Infogroup, SEV's largest employers are concentrated in the Health Care and Social assistance, Manufacturing, and Retail industries. The majority of these employment sites are located within the City of New Smyrna Beach.

The region's largest employer is Boston Whaler, located in the City of Edgewater, employing an estimated 1300 people. Followed by Advent Health New Smyrna Beach, as the second largest employer. This facility is a 112-bed hospital that employs about 700 people. The facility offers a comprehensive set of medical care services, including urgent and emergency care, cancer, diabetes, heart and vascular, home care, imaging, and lab services, among other services. Another large employer within the health care and social assistance sector is the Oceanview Nursing Rehabilitation Center, a skilled nursing facility. Finally, besides the Coconut Palms Beach Resort, the rest of the large employers are within the retail industry. Five of them are supermarkets.

Besides Boston Whaler boat manufacturing, most of the SEV region's large employers belong non traded industries. Most of these retail establishments pay wages below $15 an hour, which lessen the impact they have in the community. SEV leaders should focus their efforts on attracting large employers within traded sectors where the region is competitive.

Ten Largest Employers in SEV Region

Business Name	Estimated Employees	Industry	City
Boston Whaler	1300	Manufacturing	Edgewater
Advent Health NSB	700	Health Care and Social Assistance l	New Smyrna Beach
Walmart Super Center NSB	207	Retail	New Smyrna Beach
Oceanview Nursing Rehabilitation Center	200	Health Care and Social Assistance l	New Smyrna Beach
Publix Supermarket Edgewater	155	Retail	Edgewater
Coconut Palms Beach Resort	150	Accommodations	New Smyrna Beach
Publix Super Market New Smyrna Beach	150	Retail	New Smyrna Beach
Winn Dixie New Smyrna Beach	140	Retail	New Smyrna Beach
Winn Dixie Edgewater	130	Retail	Edgewater
Home Depot	120	Retail	New Smyrna Beach

Source: Data Axle/Infogroup, 2022

MEASURING ECONOMIC COMPETITIVENESS

To identify competitive industries within the SEV region, the ECFRPC used location quotients. This is a ratio that compares the percentage of employment in a particular industry in a local economy to the percentage of employment in the same industry in a reference economy (McLean and Voytek, 2000). The LQ measure is popular because it is easy to understand. A ratio higher than 1 implies that there is an excess capacity in that particular industry. This means that the local economy probably exports these goods and services to other areas. As a destination for both regional tourists and outside visitors, the SEV shows strength on several Leisure and Hospitality sector. However, since the intention of this project is to diversify the region's economy, the ECFRPC focused this analysis on non-service industries within the targeted sectors.

According to JobsEQ, the three cities have a high location quotient (LQ) in the ship and boat building industry, including all types of watercraft manufacturers. The cities of Edgewater and Oak Hill share high LQs in the medical equipment and supplies manufacturing. These establishments manufacture a variety of products, including surgical instruments, medical appliances, and orthodontic goods, among others. In addition, these same cities also have establishments that specialize in manufacturing a variety of metal products. Being home to a municipal airport, the City of New Smyrna Beach has shown a high concentration in the non-scheduled air transportation and the support activities for air transportation industries. The first includes all establishments that transport people and cargo with no regular routes and schedules. The second industry consists of a variety of aviation services, including airport operation, aircraft maintenance, repair, and storage, among others.

The next section of the plan shows a more detailed discussion regarding the number of establishments within these sectors and allied industries.

City	Industry	Targeted Cluster	LQ
Edgewater	Ship and Boat Building	Boats	46.4
	Other Fabricated Metal Product Manufacturing	Boats	3.03
	Medical Equipment and Supplies Manufacturing	Medical	1.81
New Smyrna Beach	Ship and Boat Building	Boats	1.49
	Nonscheduled Air Transportation	Aviation	3.64
	Support Activities for Air Transportation	Aviation	5.64
Oak Hill	Ship and Boat Building	Boats	2.71
	Medical Equipment and Supplies Manufacturing	Medical	1.04
	Architectural and Structural Metals Manufacturing	Manufacturing	23.45

Source: JobsEQ, 2021Q4

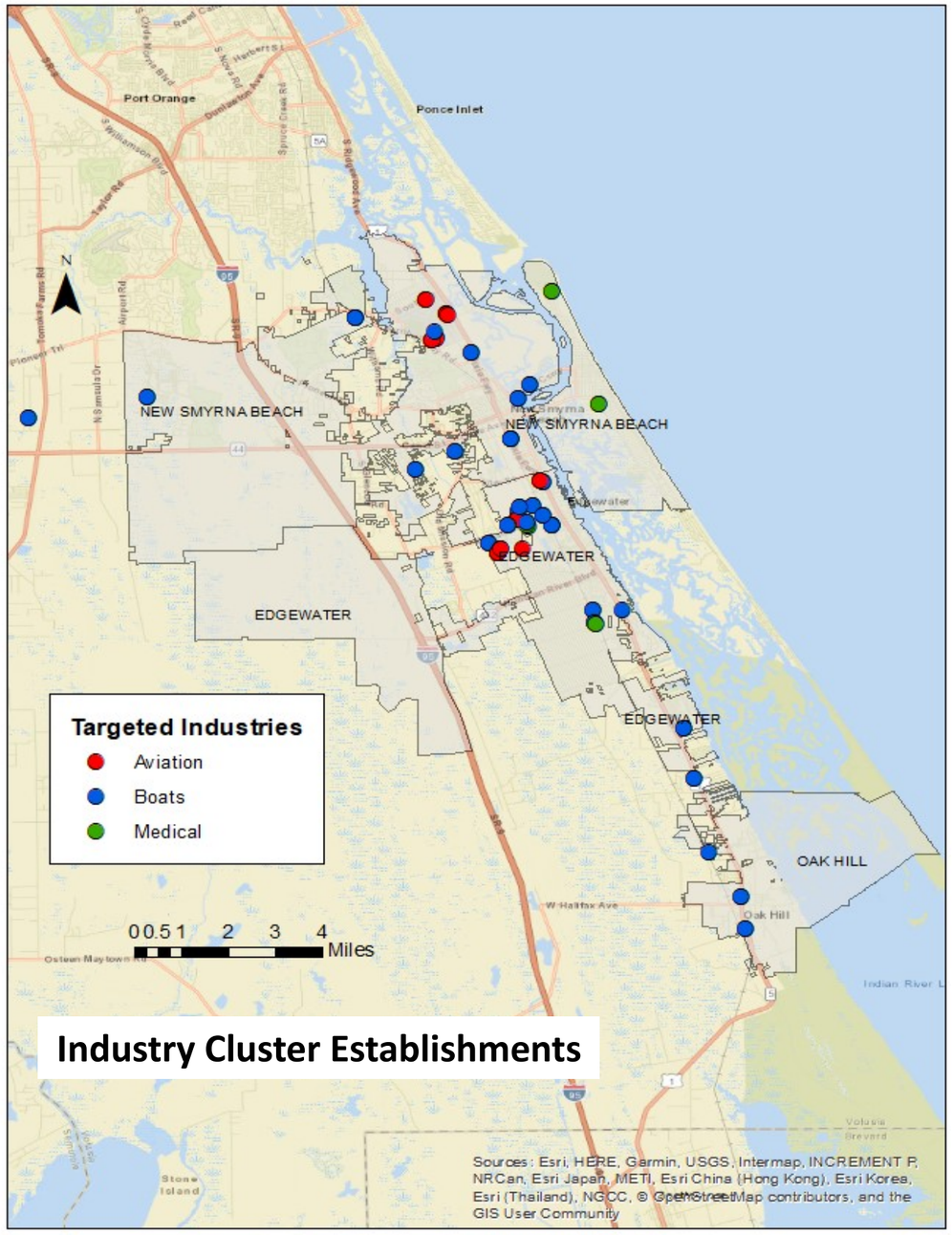
PROSPERITY

ECONOMIC CLUSTERING

Establishments within traded industries and their suppliers tend to agglomerate near each other to achieve economies of scale and gain a competitive advantage. These networks of inter-related businesses are called industry clusters. These firm concentrations are important regional job and wealth generators and are responsible for developing important technological innovations. For this analysis, the ECFRPC used the Data Axle/Infogroup business database to identify businesses that fall within three of the SEV's targeted industries. The ECFRPC found establishments related to the aviation, boats, and medical devices industries, but not corporate headquarters.

The ECFRPC identified 47 businesses employing more than 1,100 people. Sixty-six percent of these establishments belong to the boating industry. This number includes large boat manufacturers and their parts suppliers and repair services. There are also twelve establishments that provide a variety of aviation services. Most of these establishments provide support services to airplanes stationed at the New Smyrna Municipal Airport. Finally, the ECFRPC found four companies that develop medical devices and other health care technologies. Two of them are denture laboratories.

Before developing an economic strategy to attract more businesses within these targeted industries, it recommended for the region to explore how these current businesses could be scaled-up to help them generate more profits and additional jobs.



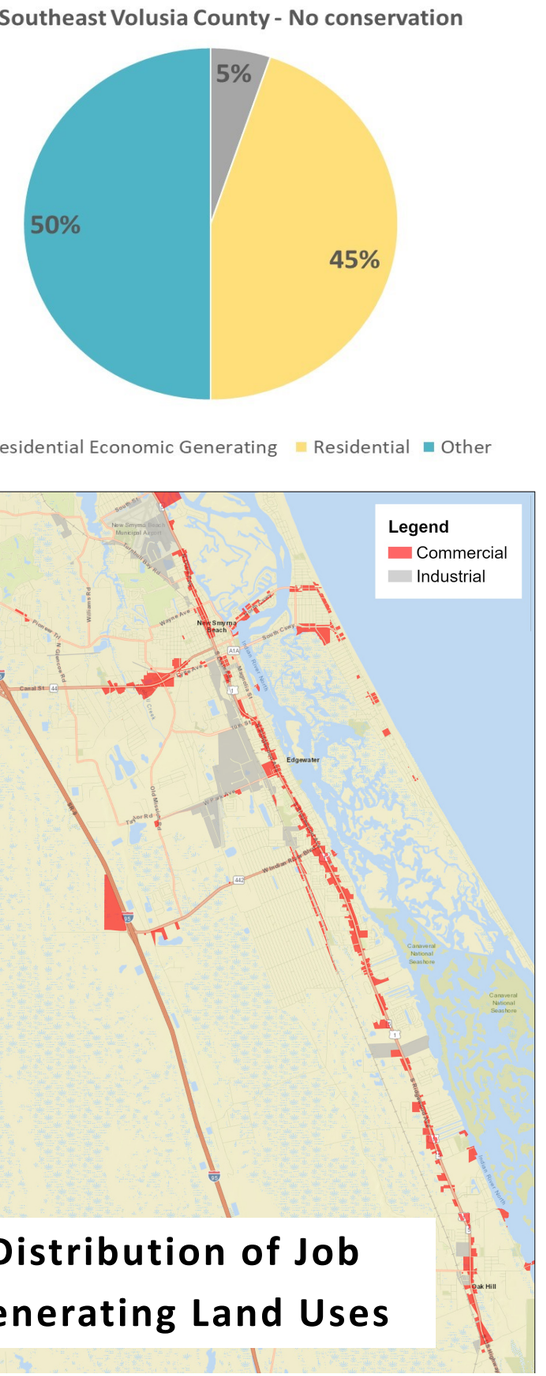
PLACES

LAND USE PATTERNS

One important factor that is not usually included in economic development discussion is land use. This is mistake, as the community's ability to attract new businesses is highly dependent on the availability of land. For the purpose of this analysis, the ECFRPC divided the region's land uses into three different groups: residential, economic generating, and other land uses.

Similar to other communities across the East Central Florida region, most of the land within the SEV region is used for residential purposes. This group comprises all properties used for single-family, mobile, and multi-family home uses. Residential uses consumes about 45 percent of the land in the SEV area. This amount is heavily influenced by the region's population growth and demand for leisure waterfront properties. Economic generating land uses include all properties that have commercial and industrial designations. The first two land uses mostly serve local consumption industries such as retail and professional services. These tend to be concentrated along major throughfares such as US-1. On the other hand, industrial land is usually reserved for high intensity commercial uses and manufacturing. These uses comprise about five percent of the land within the SEV. Finally, the Other category includes agricultural, recreation, institutional, and mixed-use properties. These uses take about half the land within the SEV region.

In order to increase the SEV's economic prospects, local jurisdictions should strive to have more of a balance between residential and non residential land uses.



WORKSHOP #1 RESULTS

On May 17, 2021, the Southeast Volusia Chamber of Commerce hosted the Southeast Volusia Economic Development Summit with the purpose of assessing the interest in furthering the collaborative efforts of economic development for the SEV region to include the cities of New Smyrna Beach, Edgewater, Oak Hill and County of Volusia as well as determine what economic development efforts were occurring in the region.

During the workshop section, attendees were asked a series of question to move collaborative efforts forward, the following are the results of this activity.

What is Southeast Volusia's unique selling position/drivers?

- Workforce
- Proximity to Kennedy Space Center
- Land
- Climate
- Training opportunity/workforce development
- Community
- Open for business
- Access (Cape Canaveral, transportation, ports, rail)
- Diversity
- Existing businesses
- Real estate product
- Support programs
- Recreation
- Low cost of living
- Family Orientated
- Available land
- Light industry
- Schools/education
- Infrastructure
- Pad ready
- Quick permitting
- Career and Technical education
- Incentivize new business
- Can do attitude
- Wage increase

Challenges and Diversification - Needs to overcome challenges and enhance diversification as a Southeast Volusia Region:

- Streamlined environmental impact permitting to support quicker, lower-cost development, taking advantage of lower cost acreage.
- Better understanding of what is and is not working § Reduced risk for filling and building spaces
- Method to defer upfront cost
- Streamlined process for municipal staff that integrates day to day operations plus collaboration within the regional economic development initiatives (not piling more requirements and duties on)
- Similar zoning
- Include all the player
- Elected bodies create policies / resolution to work together
- Identify landowners in key property areas and solicit them
- Share standard incentives
- Identify low hanging fruit. No paralysis by analysis
- Get more business partnerships
- Have the planners work together
- A regional permitting process that will be available to be filled out and submitted online
- Overview so within state statute
- Clearly articulate value and ROI of economic development to everyone in the community.
- Adopt comp plan amendments for space overlay
- Understand clear desires of elected § Continue to have these kinds of meetings to move forward and track progress
- Regional incentives package

WORKSHOP #1 RESULTS (CONT.)

Building Consensus - Building consensus for a regional collaboration to capitalize on each community's strength while working collaboratively to overcome the challenges:

- Empowering elected officials to withstand the pushback from those that don't want change.
- Develop MOU for regional process to examine what is working, what is not working from deals that have "failed" – improve from there
- In SE Volusia collaboration and consensus looks like...including all stakeholders, expanding existing businesses, and creating private/public partnerships.
- In MOU agree to apply for EDA grant to develop a Regional Economic Development Strategy (REDS)
- Continuing the collaboration between the cities to build towards the growth of the private and public sector.
- Regional incentives and funding for economic development
- Need a regional economic strategy in writing with a timeline and stick to it and not vacillate with changing political wind
- Regional CEDS
- Better understanding of why we don't land the businesses that we want to recruit
- Major focus on workforce attraction. i.e. tax incentives, sufficient wage, and subsidies to encourage and attract workforce.
- Council and Commission members singing the same tune, knowing how to communicate with the naysayers with facts and positives
- Collaboration and consensus building in SE Volusia looks like business leaders sharing with educational institutions how to prepare the next generation of business owners and managers.
- More joint meetings
- Support our elected officials
- Open dialogue with private and public sectors

WORKSHOP #2 RESULTS

On February 24, 2022, the Second Southeast Volusia Economic Development Summit was held to identify and build consensus around strategies to advance and coordinate economic generating development focusing on the previously identified industries: aviation & aero-space, light industry (including manufacturing), boat building & marine equipment, supplies & services, and medical. Commercial corporate office space was added to this list of targeted industries.

During the workshop section, attendees participated in a map exercise to discuss on where they envision non-residential, economic generating land uses. Refer to discussion notes below and the map to the right for activity results.

Proposal for North

Industrial and commercial zone to connect along Williamson corridor, space between I-95 (transition zone)

- Deering Park North & Deering Park Center- mixed use areas (industrial and commercial)
- Discussion on improvements to Old Mission Rd.
- Between New Smyrna Beach and Edgewater (south of 44)- industrial park (potential)
- Consensus: on the north part of SEV, this would be the bubble supported

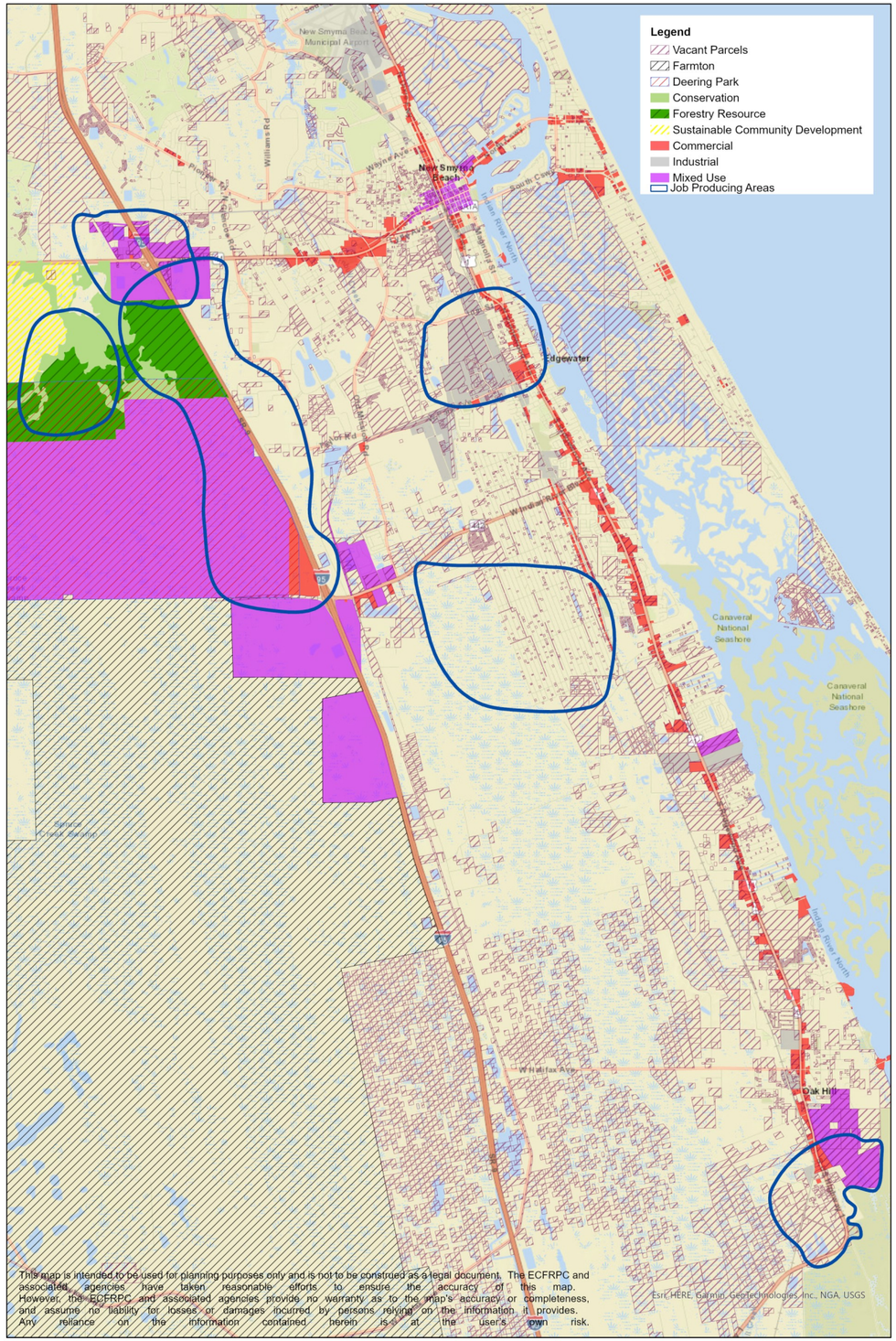
Office spaces can fall under other designation- mix uses for the most part allow for this kind of use.

Proposal for South

Brevard County line and I-95 section and US 1 could be used for manufacturing or commercial area (e.g., space industry)

- SEV Environmental Impacts Study (EIS)- e.g., Shiloh property extension
- There is an opportunity for leveraging, both, environmental initiatives (septic to sewer, etc.) and jobs.

Southeast Volusia FLU and Vacant



PLANNING FOR ECONOMIC DEVELOPMENT

Based on over a year of collaborative and culminating work focused on SEV's regional economic development, local experts have developed a single overarching goal to continue working as one economic region to diversify the economy by attracting identified targeted industries for high-wage/high-value job opportunities. This goal consists of five objectives and multiple respective strategies and actions to prepare the region for existing and new economic opportunities, pivot away from threats, address weaknesses, and reinforce existing strengths to position the region in a more competitive and industry-inviting place.

In May 2021, the Southeast Volusia Chamber of Commerce hosted the first Southeast Volusia Economic Development Summit, where the Chamber, along with the representatives from each of three SEV cities (City of New Smyrna, City of Edgewater, and City of Oak Hill), Volusia County, and the facilitative assistance of the East Central Florida Regional Planning Council, participated in a regional discussion that supports and further moves SEV's economic development collaborative efforts. During this meeting, areas and industries of priority were also identified for focused work. In February 2022, a second summit was held to continue the work. At this summit, city representatives and elected leadership further discussed priorities and concerns, established a vision of work, evaluated regional gaps and needs for increasing the suitability of sites for potential targeted businesses and industries, identified land use options and areas, and identified prospective collaborating partners/stakeholders. The outcomes of these summits have resulted in the established regional economic development goal presented in this document.

Goal

Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in aviation & aerospace; light (including manufacturing); boat building suppliers & marine equipment and services; medical; and corporate office industries.

Objectives

- **Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects.**
- **Strategically plan land-uses for increasing economic generating opportunities within the Southeast Volusia region that promote sustainable development patterns and a resilient and diverse economic future.**
- **Close the employment training, recruitment, expansion, and retention gap for target industry sectors.**
- **Create a unified and collaborative approach to Southeast Volusia's economic development as a region.**
- **Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, and innovation.**

PLANNING FOR ECONOMIC DEVELOPMENT (Cont.)

It is important to note that in conjunction with these discussions, previous regional economic and strategic marketing plans have been analyzed to complement and promote existing and ongoing regional undertakings, along with fostering new strategies. In addition, the work presented in this plan takes into consideration the efforts that have been established in the regional Reasonable Assurance Plan by incorporating strategies that help promote, prepare, address, and reinforce environmental stewardship for maintaining healthy ecosystems and pivot away from practices that threaten the region's valuable natural resources.

The strategies included to address each of the objectives in this plan take into account and position the region to take action on a variety of priorities that will help advance the regional economy and assist in industry readiness. The priorities covered throughout the objectives include infrastructure development and availability (i.e., water, sewer, stormwater, transportation, broadband, electric and renewable energy, and affordable housing), strategic and reasonable land use, protection and enhancement of quality-of-life attributes (including natural areas conservation), funding opportunities, workforce development, strategic industry growth, innovation and sustainability, and regional collaboration and leadership.

The following section presents the strategy tables in which the work has been laid out for achieving the established regional economic development goal. The strategies proposed are non-exhaustive but help propel existing and new regional endeavors.

The Strategic Plan Considers:

- **Regional strategic marketing initiatives**
- **Regional Reasonable Assurance Plan**
- **Infrastructure needs**
- **Accessibility/Transportation**
- **Strategic and reasonable land use**
  - **Protecting and enhancing quality-of-life attributes**
- **Funding opportunities**
- **Workforce training, innovation, retention, and expansion**
- **Sustainable and resilient industry growth and diversification**
- **Regional collaboration and leadership**

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
1.a. Create a regional infrastructure plan that includes an inventory of potential projects and estimated costs.	1.a.i. Secure funding and hire a consultant to facilitate conversations and develop the infrastructure plan.	2-3 years			
	1.a.ii. Build consensus around infrastructure focus areas to include: water, sewer, stormwater (including green stormwater infrastructure and low impact development), transportation (multimodal, transit, charging stations), broadband/high speed internet, electric, alternative energy–renewable readiness, workforce/affordable housing, etc.	2-3 years			
	1.a.iii. Identify key stakeholders to bring to the table including: utility providers (FPL, NSB Utilities, Florida Public Utilities, Florida Gas Transmission Co., AT&T, Brighthouse/Spectrum, CBN Broadband Network, City and County utility departments), major land owners, transportation entities (River to Sea TPO, VoTran, FDOT, County Transportation Division, FEC Railroad), target industry representative, major employers*, housing representatives (Volusia County Assistance Division, Realtors Association), medical/healthcare service representatives (Florida Hospital, Florida Memorial Hospital Health Park, Halifax Health), Volusia County Schools, permitting agencies (SJRWMD, FDEP), Indian River Lagoon Council, elected leaders and city/county staff.	2-3 years			
	*: SEV Manufacturing & Technology Coalition, SEV County Major Employers webpage: https://www.sevolusia.com/southeast-volusia-county-manufacturers/index				

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Objective: Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
1.a. Create a regional infrastructure plan that includes an inventory of potential projects and estimated costs (cont.)	1.a.iv. Create a cohesive multi-modal transportation section within the plan to provide for the movement of goods and people that promotes vibrant economic development while safely, conveniently, and efficiently serving the travel needs of southeast Volusia, protecting the natural environment and preserving the character and history of the region. The plan should provide for the following considerations: downtowns, freight and economic ingress/egress, parking solutions—especially in New Smyrna Beach, new/enhanced multimodal infrastructure, future climate conditions, incorporation of innovative stormwater solutions to improve water quality of the IRL, and others.	2-3 years			
	1.a.v. Develop a prioritized list of regional infrastructure projects and cost estimations for inclusion in the plan that may be used to seek grants , other funding or public private partnership opportunities. The list should include projects necessary to develop industrial park west of I-95 straddling NSB and Edgewater as well as those identified through collaborative efforts undertaken to date including: • Williamson Extension • Widening of Mission Road • Sewer & water extension from Roberts Road to Brevard County line.	2-3 years			
	1.a.vi. Assess the Regional Assurance Plan and identify projects within the southeast Volusia area to be incorporated into the SEV Infrastructure Plan.	2-3 Years			
	1.a.vii. Municipal and county adoption of the plan by resolution.		3-5 years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

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Objective: Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
1.b. Include in the development of the infrastructure plan a grant tracking table to identify potential funding sources, requirements (such as engineering and design, match, etc.), timelines and other considerations.	1.b.i. Identify potential partner(s) to secure grants in order to advance infrastructure development in priority development area(s) identified by leadership and as noted in this plan including the priority area between New Smyrna Beach and Edgewater. Partners could include SEV Chamber of Commerce, SEV cities, R2CTPO, Indian River Lagoon Council, utility partners, Volusia County Schools, Housing developers, private companies/businesses, and others.	2-3 years			
	1.b.ii. Research state and federal grants to fund infrastructure needs including those "outside of the box" – i.e. resilience or water quality grants to create onsite or regional stormwater infrastructure; structure projects as a dig once approach to secure grants that could cover planning or implementation of a number of infrastructure needs on one site at one time.	2-3 years			
1.c. During the collaboration efforts to develop the Infrastructure Plan, work with the City leadership to determine consensus regarding a regional financial mechanism to provide matching dollars for regional infrastructure.	1.c.i Collaborate with elected officials and city managers to determine consensus on an approach which could include a dedicated annual budget line item, increase in stormwater impact fees or other impact fees, a Regional Trust fund or other potential options. Note: Each city may opt to secure the funding through their own means, but at the very least, city and county partners should work to come to consensus regarding dollars allocated every year and how the dollars may be utilized or rolled over to create a growing account for infrastructure projects if not spent in a given year.	2-3 years			
	1..c.ii. Incorporate agreed upon approach into the infrastructure plan and resolution for adoption.		3-5 Years		
	1.c.iii. As housing has been discussed as being "infrastructure", partners should continue to explore the idea of funding an Affordable Housing Trust Fund.		3-5 Years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Strategically plan land-uses for increasing economic generating opportunities within the Southeast Volusia region that promote sustainable development patterns and a resilient and diverse economic future.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
2.a. Re-envision corridors/areas to focus future economic generating land-uses (non-residential)	2.a.i. Conduct an audit of the priority areas identified by leadership to focus efforts to increase opportunities for economic generating land uses. This should include infrastructure gaps, vulnerabilities, land-use designations, and socio-economic framework of the area.	2-3 years			
	2.a.ii. Assess growing trends in the manufacturing sector to target industries that will diversify the region's economic future and can operate on smaller parcels or within manufacturing parks and areas identified in the priority areas.	2-3 years			
	2.a.iii. Develop a vision for these areas including potential land use designations, workforce housing, infrastructure needs, future conditions, and target industries.	2-3 years			
	2.a.iv. Work with property owners and jurisdictional planners to identify willing participants in planning tools to secure the future economic land-use on these properties.	2-3 years			
	2.a.v. Update comprehensive plan, zoning and land development codes to solidify incentives, overlays or other identified planning approaches.		3-5 years		
	2.a.vi. Conduct small area design planning as needed to ensure development occurs as desired.		3-5 years		
	2.a.vii. Implement Joint Planning Agreements for these corridors or properties as needed.	2-3 years			
	2.a.viii. Secure various cross-sector partnerships to create the spaces for businesses to scale over time		3-5 years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

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Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
2.b. Examine zoning and land-uses to determine potential for more innovative approaches, beyond mixed use, to facilitate mix of uses including light industrial/commercial/office and residential.	2.b.i. Conduct best practice research for innovative zoning and land use designations that integrate land uses instead of segregation of industrial from other uses. Example: Philadelphia code offers two new classifications, Industrial Commercial Mixed Use (ICMX) and Industrial Residential Mixed Use (IRMX), which focuses on live-work arrangements.	2-3 years			
	2.b.ii. Examine zoning allowances for small scale manufacturing and incubators that could offer classes, fabrication and prototyping tools, electronic/computer equipment, and design software for members.	2-3 years			
	2.b.iii. Identify industries that do not require heavy infrastructure nor generates heavy traffic patterns.	2-3 years			
	2.b.iv. Audit zoning, land development codes and future land uses to determine where barriers exist to innovative allowances, and the potential and appetite for new codes and where these could be implemented .	2-3 years			
	2.b.v. Create an internal process in each community to ensure cross-sectoral communication and involvement in decision-making for planning, natural resources, grant application, and economic development is standard practice.	2-3 years			
	2.b.vi. Research and implement renewable ready codes and sustainable policies and initiatives to encourage the formation and growth of targeted industries and other high wage/ high value job creating businesses, entrepreneurship, creativity, and innovation.		3-5 years		
	2.b.vii. Develop strategies and codes that will allow for future development to contribute towards further enhancing environmental protections without becoming cost-prohibitive and/or unreasonable to the developer such as low impact design requirements and other stormwater management strategies.		3-5 years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Close the employment training, recruitment, expansion, and retention gap for target industry sectors.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
3.a. Conduct gap assessment of educational and training resources and needs to feed manufacturing industries from high school pipe-line and retraining and expand programs within the region.	3.a.i. Conduct inventory of programs and (re)trainings available in Volusia County high schools, community and technical colleges.	2-3 years			
	3.a.ii. Conduct best practice research for strategies to close training and recruitment gaps in manufacturing industries.	2-3 years			
	3.a.iii. Engage with groups to assist with the training and recruitment of target groups including Volusia County high schools, Burns Science and Technology Charter School, Southeast Volusia School of Science and Technology, Veterans Services, Career Source, major employers, Daytona State College, non-profits specializing in workforce training and placement, religious institutions and other identified stakeholders in the development of strategies and program development and assist in assigning responsible parties and identify partnerships.	2-3 years			
	3.a.iv. Identify and engage training and recruitment target groups including high school students, armed forces retirees, unemployed, underemployed, etc. in the development of strategies and program development.	2-3 years			
	3.a.v. Produce recommendation report for appropriate stakeholders to consider for implementation to include timeframes, responsible party leads for specific actions and partnerships.	2-3 years			

SEV REGIONAL ECONOMIC STRATEGIC PLAN

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Objective: Close the employment training, recruitment, expansion, and retention gap for target industry sectors.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
3.b. Continue to collaborate with stakeholders to assess progress recruitment and training recommendations and identify new partnerships, opportunities and strategies to advance recommendations in Recruitment and Retention Gap Analysis and Strategy Plan.	3.b.i. Continue to host roundtable session(s) to include educational and training entities, elected officials and industry representatives. Key stakeholders include those included in the development of the plan and NextGen Leaders, Burns Science and Technology Charter School, Sacred Heart School, Southeast Volusia School of Science and Technology, New Smyrna Beach High School, Daytona State College, Career Source, etc.		3-5 years		
	3.b.ii. In roundtable sessions, engage in dialogue to continue to identify private – public partnerships, non-profits and other organizations including 501 c(3), faith-based organizations, and others to advance strategies and opportunities to help close the recruitment and retention gap.		3-5 years		
3.c. Develop recruitment, retention, and expansion tools for regional industry growth.	3.c.i. Volusia Business Resources (VBR) and Team Volusia should continue to host the existing website with online resources for business expansion and retention. The Cities, partners and VBR should continue to update this website with new information, partnerships, etc. that emerge from the above engagement.				X
	Note: VBR website https://www.volusiabusinessresources.com & Team Volusia https://www.teamvolusiaedc.com/				
	3.c.ii. Continue efforts and information accessibility for recruitment of new industries and perspective entrepreneurs through easy to access and navigate website and include for example the development of a crosswalk of business installation prerequisites, services available, and infrastructure or resources required from the region to help expedite business residency in SEV.				X
	3.c.iii. Include on the VBR website a regional service provider and business directory by category.	2-3 years			

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Close the employment training, recruitment, expansion, and retention gap for target industry sectors.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
3.d. The Chamber should continue to emphasize and market the region's reputation for entrepreneurship and innovation as a regional business identity.	3.d.i. Host annual business meetings to showcase successful local businesses and partnerships.				X
	3.d.ii. Develop a set of marketing material to promote identified the region's entrepreneurship and innovative investment opportunities.				X
	3.d.iii. Continue to promote business technology and resource investment, competitiveness, and excellence through incentives such as innovation awards, recognition programs, funding support, and scoring to help assist with business and regional improvements and create pathways into global recognition.				X
	3.d.iv. Continue collaboration with Volusia County, Team Volusia, and South East Volusia Manufacturing and Technology Coalition (SEVMTC).				X

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Continue the unified and collaborative approach to the Southeast Volusia's economic development as a region

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
4.a. Continue collaborative meetings and forums with regional planners, economic development staff, stake-holders and local representatives to regularly participate in efforts that address current and future identified issues and priorities at least once a year.	4.a.i. Continue to convene the regional economic leadership taskforce to deliver strong economic leadership and collaboration between all levels of government, industry, and the community. These meetings should be held no less than quarterly to ensure momentum and utilize the group to advance efforts of this plan.				X
	4.a.ii Host a minimum of one leadership forum session per year to focus on targeted collaboration, problem solving and partnership development. The leadership forum should include, as a minimum, elected and appointed government leadership and staff with key industries, academics, non-profits, and other identified stakeholders invited to the table dependent upon the focused discussion of the session. The goal of the leader-ship forum is to discuss and acknowledge economic development gaps and identify and promote opportunities across the region to ensure the region is well placed to grow and respond to economic changes/impacts.	2-3 years			X
4.b. Continue to seek, leverage, and mobilize internal resources and opportunities to build and sustain eco-nomic development and collaboration.	4.b.i. No less than quarterly, city and county planners and economic development staff, SEVMTC, and SEV Chamber should meet to discuss new opportunities, plan implementation progress and continue to collaborate to advance this plan and economic development opportunities, planning efforts and new partnerships. This meeting should be a recurring meeting hosted by the Chamber of Commerce.	2-3 years			
	4.b.ii. In collaboration with the County and cities GIS Department, City/County planners, economic develop-ment staff, and SEVMTC, continue the efforts to create a web-based regional mapping application for use by re-cruitment individuals and organizations, site selection professionals, and economic development practitioners to streamline the process in identifying non-residential development opportunities for targeted industries to locate in the region. The information included in the map should include a minimum zoning, future land use, site size, environmental constraints, utilities, and jurisdiction.	2-3 years			

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, recovery planning and innovation

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
5.a. As resilience and recovery are important regional themes to incorporate into regional and local Comprehensive Economic Development Strategy (CEDS), conduct a vulnerability assessment of the region's economic system and identify strategies to adapt to shocks and stressors.	5.a.i Conduct an assessment of the region's economic system to identify industry conglomerations, industry gaps, supply chain resources, and other identified economic resources and vulnerabilities. This would include interviews with industry leaders to assess resources needs and where they obtain these resources for their operations.	2-3 years			
	5.a.ii. Work with practitioners and industry stakeholders to identify a regionally consistent set of indicators and benchmarks including economic vulnerability indicators to track progress being made in resilient economic development. Research of best practice indicators should occur during this process. This activity could be undertaken as a masters thesis with one of the local universities. Utilize resources found on NADA CEDS Central and US EDA for best practices which includes numerous tools such as National Economic Resilience Data Explorer (NERDE) and Analysis Platform for Risk, Resilience, and Expenditures (APRED).	2-3 years			
	5.a.iii. Update local CEDS plans to incorporate new metrics and ensure identified shocks and stresses are included as they don't stop at geographical or jurisdictional boundaries, making the need to prepare and respond to these events a regional effort. The CEDS planning process is therefore an ideal opportunity to position regions for recovery.		3-5 years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, recovery planning and innovation

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
5.b. Create a Business Resilience program at the Chamber to build capacity, provide training opportunities, and engage businesses to foster sustainable and regenerative systems that promote equitable and inclusive practices to better prepare for and respond to shocks and stressors.	5.b.i. Conduct best practice research of other chambers of commerce regarding their role in economic and business resilience and identify programs that could be replicated in Southeast Volusia.	2-3 years			
	5.b.ii. Engage with experts to provide training opportunities for businesses in the region to build capacity and promote diverse business incentives.		3-5 years		
	5.b.iii. Develop a program with incentives for businesses that provide training opportunities, promote resilience and align with local goals/efforts based on transparency and accountable performance, such as, for example, entities who have conducted an analysis of business performance (e.g., B-Impact Assessment) based on governance, workers, community, the environment, and customers impacts.		3-5 years		
	Note: B Corp Impact Assessment digital tool: B Impact Assessment (bcorporation.net)				
	5.b.iv. Create a forum or platform to provide opportunities for Business to Business (B2B) connections for production and supply support especially in supply chain shortages or other disruptions.				X
	5.b.v. Prioritize and promote sustainable business practices such as by-product synergy, building operations efficiency, waste reduction and efficient waste management, and community volunteering programs, among other practices alike that can help protect and enhance the region's natural environment .				X

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, recovery planning and innovation

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
5.c. Increase the number of industries within the region's innovation cluster and clean/green emerging industries to encourage economic diversification and circular economy concepts	5.c.i. Host a symposium or regional economic development summit focused on innovation and emerging technologies across sectors (private, government, community, academia, and clusters) to develop understanding, partnerships, and commitments for innovation.		3-5 years		
	5.c.ii. Develop recommendations, strategies and best practices that provide financial and non-financial incentives for "green" economic growth.	2-3 years			
	5.c.iii. Provide education on opportunities and resources offered by sustainability sector programs and entities such as Social Enterprise/B Corp.	2-3 years			
	Note: B Corp website: https://www.bcorporation.net/en-us/				
	5.c.iv. Investigate partnerships and opportunities to stimulate financial and non-financial development of work/study and apprenticeship programs for green jobs, with emphasis on inclusion for minority groups and disenfranchised youths.	2-3 years			

CONCLUSION

The Southeast Volusia region shall continue to collaborate and actively pursue efforts to help the region promote economic diversification, attract quality businesses and industries, and build an adequate and robust workforce to increase SEV's overall economic development. These efforts will be achieved by addressing, although not limited to, the stated goal and objectives and in collaboration with the organizations and stakeholders identified and presented in this plan. Some of the highlighted strategies, which will be essential for moving plan development forward, are the unified collaboration between the SEV cities and the County, meeting at least once a year to discuss progress and requirements, pursuing funding opportunities, workforce development, and availability and readiness of sites. The outcomes of this work will not only improve the region's economic resilience but will also work to promote people's quality of life and continue to protect, and when possible, enhance, places—the natural and built environment. Furthermore, by working on these community aspects, the region will be better equipped and prepared to face current and future shocks and stressors to the economy. After all, based on the economic impacts of the COVID-19 pandemic, people and businesses must work to foster technology, innovation, adaptability/flexibility, diversification, collaboration, and the sustainable use of resources (economic, natural, and material) to create a community and industry network that is supportive and resilient.

STORCH LAW FIRM

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July 10, 2024

Shane Corbin
Director of Developmental Services
214 Sams Ave.
New Smyrna Beach, FL 32168

RE: Deering Park Innovation Center - PUD Master Development Agreement

Dear Shane,

I appreciate you for asking me to explain some of the history and evolution of the Deering Park Innovation Center at New Smyrna Beach PUD Master Development Agreement. As the staff has explained, the City approached the landowner with the concept of planning for a mixed-use business park that would encourage jobs producing non-residential construction. This would be in the area next to the I95 Activity Center near SR 44 along the right of way for the extension of Williamson Boulevard between SR 44 and SR 442 in Edgewater. The plan was to provide tax value increases for this property in a manner to provide for a larger share of taxes being derived from non-residential uses, rather than New Smyrna residents' homes.

As you are aware, the City staff and the team representing the landowner spent many months meeting to discuss issues that were important to the City to include in the proposed PUD. Specifically, the staff emphasized some of the following needs that were incorporated in the proposed agreement:

- [3(f)]: The requirement that the Owner will work together with the City to recruit investment in the appropriate areas by job producers. Also, that the City and the Owner will specifically work together to develop shovel-ready industrial and/or office sites, which includes the permitting and development of stormwater and transportation infrastructure, and the pursuit of grants and economic development funding.
- [3(g)]: The provision for a permanent messaging sign for the City to provide messages to residents and visitors, in an appropriate location as agreed between the parties as to size, scale and design.
- [6(2)]: The ability for the City and Owner to work together to the extent that this site can be a catalyst for the extension of infrastructure, especially Williamson Boulevard, and to provide funding to develop "pad-ready" sites for office and light industrial uses.
- [6(3)]: The provision for a residential rental village that could provide attainable housing for employees of the business park that could not be subdivided and sold.
- [6(5)]: The provision for an area contemplated to be dedicated to the City of New Smyrna for a Regional Park/ Sports Complex of no less than 50 acres. Said Area is shown in the conceptual plan for Deering Park Innovation Center.

420 South Nova Road • Daytona Beach, Florida 32114
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Website: www.storchlawfirm.com

- [6(6)]: The provision for an area contemplated to be dedicated to the City of New Smyrna for a Police Station of no less than10 acres. Said Area is shown in the conceptual plan for Deering Park Innovation Center.
- The requirement for enhanced parking standards for residential areas. Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. Parking along residential streets shall be specifically prohibited unless parking spaces are specifically designated within widened street areas.
- Maximum entitlements for the project were provided within the comprehensive plan and the PUD.
- [7(e)]: Negotiation of acceptable and prohibited uses within the business park to encourage technology and corporate headquarters and prohibit heavy industrial uses not compatible with the community.
- [8(a)]: The provision for an area contemplated to be dedicated to the Utilities Commission for a Sub-Station site of no less than 8 acres.
- [9}: The provision for an entity to provide for maintenance of all systems and private infrastructure, and possibility of a CDD or Stewardship District.
- [10]: Architectural and Design Standards were provided and clarified and enhanced with Exhibit E.
- The requirement that no residential units are permitted until at least 3 years subsequent to approval of PUD.

In addition, partially during a series of hearings on the comprehensive plan amendments, we have received input from the New Smyrna Beach Commission regarding clarifications that were important to provide in the written agreement, including the following:

- [3(h)]: The requirement that the property infrastructure shall be designed to provide sufficient wiring infrastructure to permit cameras at intersections for public safety purposes.
- [5(d)]: The requirement that residential subdivisions shall be designed for connectivity with other residential and non-residential areas, provide alternative travel routes, and minimize the use of cul-de-sacs.
- [5(e)]: The requirement that residential and non-residential areas shall employ road and street designs that emphasize the need for traffic calming and avoidance of areas or design that encourage speeding though such areas.
- The clarification that although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.
- [5]: The clear written requirement that no stormwater runoff from this site would be permitted into Venetian Bay or the NSBUC Campus subsequent to development, regardless of whether said runoff currently proceeds in that direction.
- [13]: The requirement that all residences will meet the Energy Star program standards provided by the United States Environmental Protection Agency and the United States Department of Energy.

- [13}: The requirement planning for colors for buildings shall include the consideration of the use of higher light reflective values for paint and roofing materials

In addition, during the two hearings before the Planning and Zoning Board, we have received input from the Board regarding clarifications that were important to provide in the written agreement, including the following:

- [4(b)]: The requirement that prior to any development of the site, Deering Park Innovation Center shall complete at its expense a Stormwater Management and Runoff study to determine the existing runoff based on current conditions and runoff impacts that take into account revised climate and storm occurrence data in order to design an integrated stormwater master plan that directs stormwater into the south conservation easement areas and does not allow any runoff from the site into Venetian Bay or the proposed NSBU campus.

- [4(e)]: The requirement that stormwater management will be designed in a manner to ensure that stormwater runoff to adjacent parcels resulting from development within Deering Park Innovation Center shall be equal to or less than stormwater runoff immediately prior to development based on the prevailing stormwater event/rainfall movement at the time of development, to consider sea level rise projections set forth in the NOAA Intermediate, as amended.

- [4(f)]: The requirement that Compensating storage of floodplain impacts shall meet or exceed the standards provided in the City of New Smyrna Beach and at a minimum provide 50% additional volume of storage with an interconnecting basin.

- [4(g)]: The requirement that stormwater design and construction shall be designed to have no impact on existing development or neighborhoods.

- [4(h)]: The clarification that Deering Park Innovation Center has the ability to legally access and assist in the restoration of thousands of acres of conservation lands located south of Deering Park Innovation Center and that it is the intent of Deering Park Innovation Center to design and permit a stormwater management system that re-directs stormwater runoff from the Deering Park Innovation Center stormwater management system from the west to the south, as means to increase stormwater capacity and to help restore the ecosystem within these conservation areas.

- [4(l)]: The clarification that proper maintenance of the master stormwater system is essential and therefore shall be the responsibility of Deering Park Innovation Center.

- The requirement that Deering Park Innovation Center shall make a presentation to the Planning and Zoning Board and City Commission to provide evidence of the lakes and conveyance system, anticipated capacity, and direction of runoff. This presentation shall include how the stormwater management system meets the goals provided in this section.
- The requirement for a 10-year maintenance bond to ensure that said stormwater management system continues to function as designed and complies with the goals provided in the PUD, including, but not limited to, ensuring that no runoff from Deering Park Innovation Center is directed north of State Route 44 into Venetian Bay or the NSBUC campus.

- [5(d)]: The requirements for planned connections to adjoining projects.

- [5(f)]: The requirement for traffic impact analysis incorporating potential Accessory Dwelling Units.

- The requirement that any parcel dedicated for the Regional Park/Sports Center be no less than 85% uplands.

- The requirement that no residential units will be built until a minimum of 500,000 sq. ft. of non-residential buildings have been constructed, and, in addition, that a minimum of an additional 500,000 sq. ft. of non-residential buildings have been permitted by the City.

Subsequent to the hearing and recommendation of approval by the Planning and Zoning Board, the Staff and City Attorney provided additional comments and recommended changes including:

- Creation of extensive sections of the PUD MDA that specifically address stormwater requirements and transportation requirements.

- Additional clarifications for design guidelines and illustrative examples of community features.

- Requirements for review of any subdivision or site plan review by the City Commission.

- [3(k)]: Requirement for a restrictive covenant to be recorded on the entirety of the subject parcel to conform to the PUD restrictions providing the maximum number of residential units permitted within Deering Park Innovation Center, as a whole, and the maximum number of any residential units permitted within the Innovation Park business park area and the Mixed-Use areas.

- [3(l)]: Establishment of a minimum of 400 acres of Natural Vegetation Areas.

- [3(q)]: Provision for diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a "cookie cutter" subdivision with identical homes in a row and to provide for diverse housing options throughout the community

- [3(r)]: Creation of standards for architecture, including the provision that buildings shall strive to utilize a Florida Vernacular or other historical Florida style of architecture such as Florida Coastal or Farmhouse.

- [6}: Provision for minimum size of Innovation Park (Business Park).

- [13(c)]: The requirement that burning shall not be used to clear land and there shall be no burning of cleared materials on site.

- The requirement that all construction within Deering Park Innovation Center shall adhere to higher standards to accomplish water and energy efficiency and conservation. All landscape plant materials shall be either Florida native species or Florida Friendly plant material to reduce or eliminate the need for irrigation.

In addition, although the State of Florida Department of Commerce, the East Central Florida Regional Planning Commission, State of Florida Department of Environmental Protection, and the State of Florida Department of Transportation have reviewed the proposed comprehensive plan amendment and had

no recommendations for changes or additions, based on input from the School District the following language has been added:

- Deering Park Innovation Center at New Smyrna Beach will be developed in phases. Each phase or subdivision will require a concurrency evaluation and if necessary, an agreement between the Owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns and the Volusia County School Board to provide for sufficient student capacity. Capacity and concurrency issues will be evaluated simultaneously with any new subdivision plat or site plan review.

- The current density permitted on the property that is the subject of Deering Park Innovation Center at New Smyrna Beach prior to amendment and this PUD is 140 single family units. The comprehensive plan amendment and Deering Park Innovation Center PUD limits the residential units at Deering Park Innovation Center to no more than 2150 units. However, the City of New Smyrna Beach may not permit nor allow the construction of any residential units until such time as a School District Finding of Adequacy is negotiated with the School District and such Finding of Adequacy is provided to the City of New Smyrna Beach.

Obviously, there are also many citizens who have contributed to this agreement, and who have made suggestions that have been incorporated into the PUD and Agreement. This letter has attempted to show the major changes as the document has evolved into the present MDA before the Commission.

Please let me know if anyone on our team can help provide any additional information.

Sincerely,

Glenn D. Storch, Esq.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 51-24 Deering Park Innovation Center Rezoning

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any: (a) An estimate of direct compliance costs that businesses may reasonably incur; (b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and (c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any): [*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

ORDINANCE NO. 51-24

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 1,618± ACRES OF PROPERTY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF I-95, FROM A-1 PRIME AGRICULTURE, FORESTRY RESOURCE (FR), AND CONSERVATION (C) TO PLANNED UNIT DEVELOPMENT (PUD); APPROVING THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, David Fuechtman, P.O. Box 70, Edgewater, FL 32121, applicant on behalf of property owner, Farmton North LLC, P.O. Box 70, Edgewater, FL 32121, has requested the rezoning of 1,618± acres of property located south of State Road 44 and west of I-95, from A-1 Prime Agriculture, Forestry Resource (FR), and Conservation (C) to Planned Unit Development (PUD); and

WHEREAS, this is an ordinance initiated by an applicant other than the City of New Smyrna Beach that changes the actual zoning map designation of a parcel of land; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on June 3, 2024 by a vote of 6-1, recommended that the City Commission approve the requested rezoning and Deering Park Innovation Center at New Smyrna Beach Planned Unit Development Master Development Agreement; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the 1,618± acres of property located south of State Road 44 and west of I-95, in the City of New Smyrna Beach, Florida, said properties more particularly described as:

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

shall be and the same is hereby rezoned from A-1 Prime Agriculture, Forestry Resource (FR), and Conservation (C) to Planned Unit Development (PUD.

SECTION 2: ***Approval of Master Development Plan.*** That the Deering Park Innovation Center at New Smyrna Beach Planned Unit Development Master Development Agreement more particularly described as:

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

is hereby approved.

SECTION 3: ***Authorization.*** That the Mayor is hereby authorized to execute on behalf of the City of New Smyrna Beach the Deering Park Innovation Center at New Smyrna Beach Planned Unit Development Master Development Agreement

SECTION 4: ***Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on May 13, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, FL, to consider the application in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 4/16/2025

EXHIBIT "A"

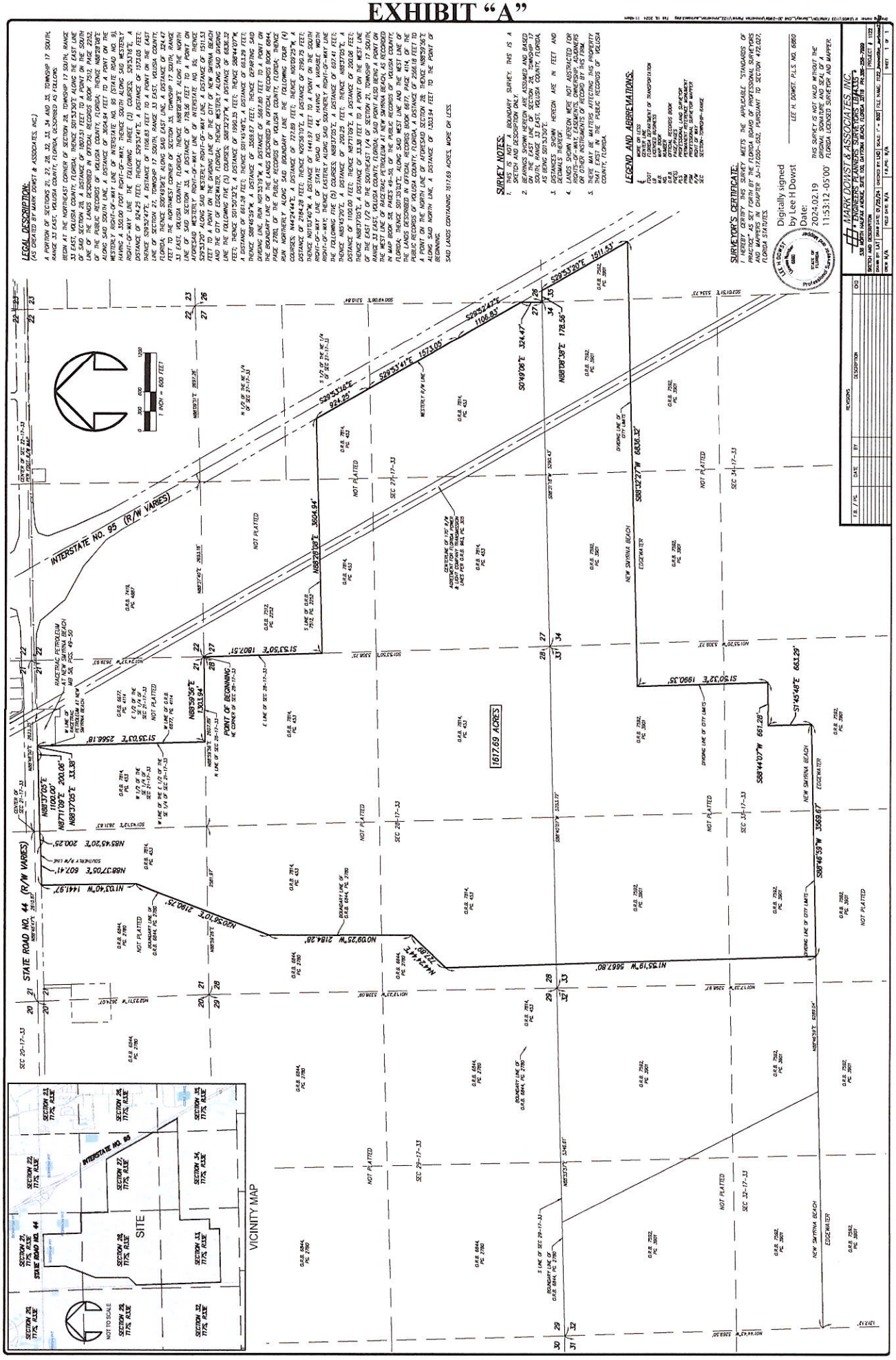

LEGAL DESCRIPTION:
(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)
A PORTION OF SECTIONS 21, 27, 28, 32, 33, 34 AND 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S01°35'03"E, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 2566.18 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7512, PAGE 2252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N88°29'08"E ALONG SAID SOUTH LINE, A DISTANCE OF 3604.94 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9), HAVING A 150.00 FOOT RIGHT-OF-WAY; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S29°33'47"E, A DISTANCE OF 924.25 FEET; THENCE S29°53'47"E, A DISTANCE OF 1573.05 FEET; THENCE S29°53'47"E, A DISTANCE OF 1106.83 FEET TO A POINT ON THE EAST LINE OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S29°53'20"E, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 178.56 FEET TO A POINT ON AFORESAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE S29°53'20"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1511.53 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CITY OF NEW SMYRNA BEACH ANNEXATION ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 7582, PAGE 3601, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES; N44°24'44"E, A DISTANCE OF 121.89 FEET; THENCE N00°09'25"W, A DISTANCE OF 2184.28 FEET; THENCE N01°56'19"E, A DISTANCE OF 2190.75 FEET; THENCE N01°03'40"W, A DISTANCE OF 1441.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE N88°37'05"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES; N88°37'05"E, A DISTANCE OF 607.41 FEET; THENCE N85°45'20"E, A DISTANCE OF 200.25 FEET; THENCE N88°37'05"E, A DISTANCE OF 33.38 FEET; THENCE N87°11'09"E, A DISTANCE OF 1020.00 FEET; THENCE N88°37'05"E, A DISTANCE OF 200.06 FEET; THENCE N88°37'05"E, A DISTANCE OF 1301.94 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6877, PAGE 4114, IN MAP BOOK 58, PAGES 49-50, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°35'03"E, ALONG SAID WEST LINE AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6877, PAGE 4114, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2368.18 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SECTION 28; THENCE N88°59'56"E ALONG SAID NORTH LINE, A DISTANCE OF 1301.94 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 1617.69 ACRES, MORE OR LESS.
SURVEY NOTES:
1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH AND DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AS BEING S01°35'03"E.
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
5. THERE MAY BE MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
LEGEND AND ABBREVIATIONS:
MON. OR MONS. — MONUMENT OR MONUMENTS
FDOT — FLORIDA DEPARTMENT OF TRANSPORTATION
LB — LICENSED BUSINESS
ORB — OFFICIAL RECORDS BOOK
MB — MAP BOOK
PG(S) — PAGE(S)
P.R.M. — PERMANENT REFERENCE MONUMENT
P.C.P. — PERMANENT CONTROL POINT
ROW — RIGHT OF WAY
S/T/R — SECTION-TOWNSHIP-RANGE
SEC — SECTION
SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
Digitally signed by Lee H Dowst
Date: 2024.02.19 11:53:12 -05'00'
LEE H. DOWST, P.L.S. NO. 6869
THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
MARK DOWST & ASSOCIATES, INC.
338 DEER MEADOW DRIVE, DELTONA, FLORIDA 32738 PH: 386-575-7999
SKETCH AND DESCRIPTION
PROJECT # 1122
SCALE: 1" = 600'
FILE NAME: 1122_boundary_surveyor.dwg
SHEET 1 OF 1
REVISIONS
NO. | DESCRIPTION | DATE | BY
INTERSTATE NO. 95 (R/W VARIES)
STATE ROAD NO. 44 (R/W VARIES)
POINT OF BEGINNING
1617.69 ACRES
NEW SMYRNA BEACH
EDGEWATER
NOT PLATTED
SEC 21-17-33
SEC 28-17-33
SEC 27-17-33
SEC 34-17-33
SEC 33-17-33
SEC 32-17-33
SEC 29-17-33
SEC 20-17-33
VICINITY MAP
SITE
NOT TO SCALE
1 INCH = 600 FEET

Exhibit "A"

Site Information

Parcel Numbers:

7321-00-00-0010; 7328-00-00-0010; 7327-00-00-0024; 7333-00-00-0010; 7334-00-00-0010; 7335-00-00-0100

Size: 1,618± acres

Location: South of State Road 44, west of I-5

Exhibit "B"

DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH
PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and Farmton North, LLC (“Owner”), a Delaware limited liability company, hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

INTRODUCTION:
The parties intend to plan the subject property in a sustainable manner that will provide for new job production areas in a live, work, and play manner. The project will be consistent with the comprehensive plan requirements for design of the South Village area, stressing new urbanism principles to give structure to the new development that is reflective of the assets of the older portions of the City. Additionally, the project will be planned to compliment and connect, as appropriate, to the adjacent South Village PUD immediately to the west (Sustainable Communities FLUM) and the Ocean Gate PUD immediately to the east (Southeast Volusia Activity Center FLUM).

The Deering Park Innovation Center at New Smyrna Beach (“Deering Park Innovation Center or Innovation Center”) will provide for large areas with Interstate 95 visual access for corporate headquarters and other job producers. In addition, Deering Park Innovation Center will provide for vegetated buffers and an extensively landscaped entrance into the community along SR 44, a regional bicycle trail segment, and with provisions for additional job creation within a mixed-use retail goods and services, hotel, and medical services area near SR 44.

No site plan or subdivision plan for residential shall be submitted to the City until a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development have been approved by the City.

Deering Park Innovation Center will also provide an area for a regional sport complex and a police facilities site for the benefit of businesses and residents in the western portion of New Smyrna Beach.

Residential areas will be encouraged to develop in a manner to reduce the need for automobile transportation by providing higher densities near job creation areas and lower densities near natural vegetation areas or conservation areas and by planning for connections to encourage pedestrian, bicycle and low speed electric vehicle use, as well as internal vehicular trips, within the community.

Deering Park Innovation Center will be designed with a comprehensive stormwater management system connected to thousands of acres of conservation lands south of the project to provide a location to help plan for unprecedented storm events to redirect stormwater away from existing residential areas. No construction is permitted until the comprehensive stormwater management plan is developed and approved by the landowner, the City and St. Johns River Water Management District.

Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

Natural vegetation areas shall be planned throughout the community to provide for maintenance of environmental assets and the potential for passive recreation.

The parties have worked closely to draft language and provide for a regional, long-term plan for this area that benefits the City, the Public and provides a reasonable use for the landowner's property. Therefore, the parties agree that any amendment that changes this agreement by reducing the required standards will require a super majority vote of the New Smyrna Beach Commission with a minimum of four votes.

1. PROPERTY DESCRIPTION AND OWNERSHIP

a. The property subject to this Master Development Agreement ("Agreement") consists of approximately 1,618 acres of real property ("Property") and is described in Exhibit A.
b. The Owner holds sole title to the Property.

2. EXHIBITS

a. The Exhibits listed below are incorporated by reference, and copies or reduced size copies are attached hereto. Copies of the Exhibits in 11x17 format shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and sketch.
Exhibit B: Conceptual Master Plan, dated February 28, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit C: Conceptual Residential Gradation Plan, dated February 16, 2024, prepared by Marquis, Latimer + Halback, Inc. showing density graduation in designated residential areas.
Exhibit D: Project Roadway Sections, dated April 16, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit E: Illustrative Design Guidelines
Exhibit F: Illustrative Examples of Community Features

* Color copies of all exhibits on file with City.

3. DEVELOPMENT PLAN

a. City and Owner have designated the Property as "Deering Park Innovation Center at New Smyrna Beach" ("Deering Park Innovation Center").
b. The Property will be developed as a Mixed-Use Planned Unit Development ("PUD") pursuant to the City's Land Development Regulations ("LDRs"). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or another City ordinance shall control.
c. Development of the Property shall be consistent with Exhibit B - Conceptual Master Plan. The parties intend that Exhibit B is conceptual in nature which means it is an illustrative plan that demonstrates the vision for the Deering Park Innovation Center. The Conceptual Master Plan includes the planning framework for development throughout Deering Park Innovation Center, subject to adjustment through the subdivision and site planning

process for each phase. The Conceptual Master Plan is based on the development principles required by the City in its comprehensive plan and LDRs, including the PUD zoning for Deering Park Innovation Center. For every phase or project, a Site Plan, or Subdivision Plat must be reviewed and approved by City Commission for each project or phase, prior to commencement of construction. The applicant has provided illustrative design guidelines attached as Exhibit E and illustrative pictures of examples of community features attached as Exhibit F that shall be part of this review, as well as the location of streets, lots, preserve areas, and ponds, along with details relating to stormwater, landscaping, streetscapes, parks, sidewalks, and other items. The standard for review will be consistency with this PUD Master Development Agreement and the City Land Development Regulations. Adaptive management planning is hereby incorporated into this Agreement to address future uncertainties by linking flexible planning strategies to decision making, and adjusting implementation, as necessary, to improve the success of the project for both the City and the Owner. Residential development shall also be consistent with Exhibit C – Conceptual Residential Gradation Plan, as to basic areas of density. The Conceptual Residential Gradation Plan is illustrative in nature. The residential development shall be based on the overall concept of higher densities closer to job producing areas and lower densities further from such job producing areas. Actual locations shall be market driven and all types of residential development shall be permitted, provided that total residential development does not exceed the total residential units provided in this Agreement.

d. The parties anticipate a range between single-family residential and multifamily residential to be 25-40% multifamily and 60-75% single-family. The 2,150 total units are currently envisioned for 925 SF Detached, 250 SF Build to Rent, 375 SF Townhomes and 600 MF Apartments.
e. A maximum of 600 hotel rooms shall be permitted for the project. There is a maximum of 150 hotel rooms within the Innovation Park business park, but those rooms are included in the total number of 600 hotel rooms within Deering Park Innovation Center.
f. The Property will be developed with a vegetated buffer along SR 44, a minimum of ~~50~~75' in depth, that provides a visual buffer along SR 44. The main entrance to the Deering Park Innovation Center will convey an authentic statement representative to Deering Park and New Smyrna Beach and include mature and park-like landscaping. The intent is to reflect the Deering Park theme of "Living in a Park." The buffer may include an area for electronic signage for the City to provide messages to residents and visitors, in an appropriate location as agreed between the parties as to size, scale and design, and a regional bicycle trail segment.
g. Common Open Space in residential platting areas shall be required as provided in the Land Development Regulations. The location of said Common Open Space will be determined during the platting process review.
h. Amenities for the general public would include the land provided to the City for the City sports complex and regional park. Amenities for residents will be determined in each residential subdivision, and may include, but are not limited to, tot lots, pocket parks, dog parks, pools, community centers, pickleball courts or tennis courts.

4. STORMWATER MANAGEMENT SYSTEM PLAN

a. An integrated and comprehensive stormwater master plan including lakes, ponds, conveyances, drainage and retention facilities will be designed, permitted, constructed, and maintained in accordance with the standards of and permits to be issued by the St.

Johns River Water Management District. Stormwater retention and drainage systems shall be designed and permitted as each project phase is designed and approved as part of a master system. Each phase of said stormwater system shall provide more capacity than necessary for that phase until the master system is complete. Collection and transmission facilities shall be located pursuant to the approved site plans and/or plats.

Prior to any development of the site:

a. Deering Park Innovation Center shall complete at its expense a Stormwater Management and Runoff study to determine the existing runoff based on current conditions and runoff impacts that take into account revised climate and storm occurrence data in order to design an integrated stormwater master plan that directs stormwater into the south conservation easement areas and does not allow any runoff from the site into the Venetian Bay community and the Utilities Commission property.
b. Deering Park Innovation Center shall be designed as a unified project for the purpose of stormwater management. Although individual projects and phases will be developed throughout Deering Park Innovation Center, overall stormwater management will be designed in a manner to ensure that stormwater runoff to adjacent parcels resulting from development within Deering Park Innovation Center shall be equal to or less than stormwater runoff immediately prior to development based on the prevailing stormwater event/rainfall movement at the time of development, to consider sea level rise projections set forth in the NOAA Intermediate, as amended.
c. Stormwater design and construction shall prevent negative stormwater or flooding impacts to offsite properties from the site and shall be designed to have no impact on existing development or neighborhoods. Specifically, the stormwater management system shall be designed to ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission property.
d. Compensating storage. Flood storage volume shall not be reduced by development unless compensating storage for all floodwater displaced by development below the 100 year flood elevation is provided at a rate of 150% of actual floodplain impacts.
e. The Property may be developed with the use of master shared stormwater systems to minimize timeframes for development and encourage investment by job creators and to provide a system capable of preventing stormwater impacts during peak storm events.
f. Deering Park Innovation Center has the ability to legally access and assist in the restoration of thousands of acres of conservation lands located south of Deering Park Innovation Center. It is the intent of Deering Park Innovation Center to design and permit a stormwater management system that re-directs stormwater runoff from the Deering Park Innovation Center stormwater management system from the west to the south, as means to increase stormwater capacity and to help restore the ecosystem within these conservation areas. However, no stormwater runoff from the Deering Park Innovation Center property is permitted to flow into the Venetian Bay Community or the Utilities Commission parcel.
g. Excluding the construction of Williamson Boulevard and the Deering Park SUNTrail bicycle trail segment, which may provide a separate stormwater system, a condition

of development within Deering Park Innovation Center, shall be that the developers obtain an easement for the re-direction of stormwater through and to the conservation easement areas south of the project within Deering Park North and, potentially, the Farmton Local Plan tracts. Prior to permitting, the Owner shall be required to provide proof of said easement to the City. The parties will encourage the County to consider the potential for incorporation of Williamson Boulevard stormwater within the comprehensive stormwater management system.

h. The design for the comprehensive stormwater management redirection into the conservation easement areas shall not impact or add to the stormwater management system for Deering Park North or Deering Park Center. Deering Park Innovation Center shall design and submit permits for such stormwater flow re-direction, which shall include provisions that the stormwater management system shall be designed to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission property.
i. Deering Park Innovation Center shall design and submit permits for the comprehensive stormwater system to ensure that stormwater runoff from the site under I-95 will be less than or equal to stormwater runoff from the undeveloped site. However, no stormwater runoff from the Deering Park Innovation Center property is permitted to flow into the Venetian Bay Community or the Utilities Commission parcel.
j. The City of New Smyrna Beach shall evaluate the comprehensive stormwater and floodplain management plan during the permitting process to assess whether the goals enumerated herein have been met.
k. Upon the design and permitting of the comprehensive stormwater management system Deering Park Innovation Center shall make a presentation to the Planning and Zoning Board and the New Smyrna Beach City Commission to provide evidence of the lakes and conveyance system, anticipated capacity, and direction of runoff. This presentation shall include how the stormwater management system meets the goals provided in this section.

Accountability for the Deering Park Innovation Center Stormwater Management System:

l. Annual Analysis of Stormwater Management System: The Developer, the Deering Park Stewardship District, a Deering Park CDD, or a Deering Park Property Owners Association shall be required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System, and shall be required to provide an annual analysis of said stormwater management system to the City of New Smyrna for review to ensure that said stormwater management system continues to function as designed and complies with the goals provided hereinabove, including, but not limited to, ensuring that the stormwater management system shall be designed to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission property.
m. Cost of Analysis: Subsequent to the design and permitting of the stormwater management system, a professional engineer shall provide a cost estimate for the cost of an annual analysis of said stormwater management system to ensure that

said stormwater management system continues to function as designed and complies with the goals provided hereinabove, including, but not limited to, the requirement that the stormwater management system shall be designed and function to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission property.

n. Stormwater Management Bond or Letter of Credit: Said cost estimate will also include an estimated cost for construction of any adjustment to the stormwater management system to ensure continued compliance based on said analysis. Deering Park Innovation Center shall provide a 10-year maintenance bond or letter of credit for said estimated cost of needed adjustments. Any indication by the annual analysis or from other sources that indicate that stormwater management system needs to be repaired or rebuilt to ensure compliance with the goals and prevent any excess stormwater run-off, shall entitle the use of the stormwater management bond or letter of credit in the event notice is given of a violation and that actions to correct the violation is not commenced within 90 days.

o. Responsibility for Maintenance of Stormwater Management System: Proper maintenance of the master stormwater system is essential and shall be the responsibility of Deering Park Innovation Center. The cost of maintenance for the master stormwater system shall be the responsibility of either a Community Development District, subject to City approval, an expanded Deering Park Stewardship District, or, if either the Stewardship District expansion or Community Development District is not approved, then by a Property Owners Association.

Construction of Regional Stormwater Management System:

p. As Built Survey: Construction of the Deering Park Innovation Center comprehensive stormwater management shall comply strictly with the terms of all permits, including permits from the St. Johns River Water Management District and City of New Smyrna Beach, and shall provide an as built survey by the project surveyor, to be reviewed and confirmed by an independent surveyor separate from the project surveyor, to the City to confirm compliance of construction with permits.

q. Compliance with New Smyrna Beach standards: Compensating storage. Flood storage volume shall not be reduced by development unless compensating storage for all floodwater displaced by development below the 100 year flood elevation is provided at a rate of 150% of actual floodplain impacts.

r. City facilities integration with regional stormwater management system: City facilities constructed within the Regional Park/Sports Complex area or the Police station, will be required to go through stormwater management review and permitting, but Owner agrees to work with the City during the site plan review process to address stormwater runoff from City constructed facilities and roadways in a manner that may incorporate such City facilities into allocations for the comprehensive stormwater management system.

5. TRAFFIC MANAGEMENT

a. GOALS: One of the goals of Deering Park Innovation Center is to properly plan for traffic management for the areas west of Interstate 95 in a regional manner. By providing for

appropriate uses to encourage community capture, planning for a mixed use live, work and play community to encourage internal capture, and providing for alternative community connections such as the Williamson Boulevard extension and road connectivity to reduce trips on SR 44, Deering Park Innovation Center will mitigate trips generated by the community.

b. COMMUNITY CAPTURE: In transportation planning, the basis of understanding vehicle traffic flow is where trips are produced (i.e. residential units) versus where trips are attracted (e.g. retail or recreation land uses). The exchange of vehicles between these production areas and attractions on road networks clearly defines travel patterns. The creation of a mixed-use commercial village will result in increased traffic Community Capture for trips originating west of Interstate 95 that previously would be forced to continue east along State Road 44 to obtain goods and services lacking on the west side of the Interstate. A sub-area traffic study will be conducted, in cooperation with the City of New Smyrna Beach, to review this issue and the impacts on State Road 44 prior to the approval of Phase 1 development.
c. INTERNAL CAPTURE: In certain mixed-use developments like Deering Park Innovation Center, a portion of trips generated by the development remain within the project boundaries which minimize impacts to external roadways. This is known as “internal capture.” Certain combinations of residential and non-residential mixed uses have shown this internal capture rate to be more than 30% of total trips generated. Deering Park Innovation Center has potential for increased internal capture which will be analyzed as part of the sub-area traffic analysis, and again in individual TIA’s for each phase prior to development.
d. NORTH-SOUTH THOROUGHFARE ROAD: Willamson Boulevard segments, which connect to State Road 44, are required to be built as part of the thoroughfare spine road to allow for improvements within and around those segment areas within the PUD. As provided herein, Deering Park Innovation Center shall cause a right-of-way of sufficient size and agreed upon alignment to be provided to Volusia County from State Road 44 to the Edgewater municipal boundary to allow a connection with Indian River Boulevard. Williamson Boulevard has been constructed as a major thoroughfare from Ormond Beach to Pioneer Trail. The Owner has deeded a 200-foot wide right of way to Volusia County from SR 44 to allow connection with Indian River Boulevard in Edgewater. Volusia County has also obtained a right of way between SR 44 and Pioneer Trail and will now be able to extend and complete the Williamson Boulevard Thoroughfare.
e. COMMUNITY CONNECTIONS:
    i. A connecting road is planned to connect Deering Park Innovation Center with the project known as South Village to the west of Deering Park Innovation Center allowing traffic between the projects to remain off of State Road 44.
    ii. As to a roadway connection between the project known as Ocean Gate and the King/O’Reilly parcel to the south of Ocean Gate, east of Deering Park Innovation Center, (King/O’Reilly Parcel)], the City agrees that in the event the King/O’Reilly Parcel is developed in the City, then the City will require a connection within the King/O’Reilly Parcel and Deering Park Innovation Center. Deering Park Innovation Center is required to provide a right of way to connect to this proposed roadway and provide for connection from the King/O’Reilly Parcel into the Deering Park Innovation Center roadway network.
    iii. As to a roadway connection to a potential bridge crossing (flyover of) Interstate 95 for a potential future connection by Volusia County or other parties to 10th

street to the east of I-95, Deering Park Innovation Center shall be responsible for providing the required right-of-way and the construction of the connecting road within Deering Park Innovation Center from Williamson Boulevard to the west landing of any such bridge built by Volusia County or other parties. Other than the requirement to provide right-of-way, this potential future bridge crossing is not required by or a component of the Deering Park Innovation Center project.

iv. As to a roadway connection to and through Deering Park North, the landowner has dedicated a right-of-way of sufficient size and agreed upon alignment to Volusia County from State Road 44 to the Edgewater municipal boundary and through Deering Park North to Indian River Boulevard.

v. Planning for Traffic Connectivity: Residential subdivisions shall be designed for connectivity with other residential and non-residential areas, provide alternative travel routes, and minimize the use of cul-de-sacs.

f. TRAFFIC CALMING: Residential and non-residential areas shall employ road and street designs that emphasize the need for traffic calming and avoidance of areas or design that encourage speeding though such areas. Calming techniques may include but are not limited to road alignments, raised intersection tables, lane narrowing, landscaping, hardscaping, signage, and other appropriate techniques.

g. TRAFFIC IMPACT ANALYSIS AND ROAD IMPROVEMENTS: There are no timelines for construction within Deering Park Innovation Center. This MDA provides for long-term planning for the subject property. As phases are built, traffic impact analyses are required for each phase to determine the existing background traffic and impact of proposed new plans and construction. Said traffic impact analysis for each phase shall determine any Accessory Dwelling Units (ADU's) that have been built and incorporate said ADU's into the traffic analysis.

i. Prior to any development within Deering Park Innovation Center, a sub-regional traffic analysis will be provided to the City, FDOT, and County for approval, and will be updated in conjunction with each phase of development. The sub-regional analysis will address the internal capture rate and community capture rate and refine them phase by phase. This will be adjusted with each individual TIA for the phase and then prior to commencing a new phase, the sub-regional traffic analysis will be adjusted accordingly.

ii. In addition, the parties agree that individual Traffic Impact Analyses (TIAs) will be conducted within Deering Park Innovation Center within each phase as they come on-line for development. The TIAs will be conducted according to the then-current TPO guidelines and will include the cumulative development within Deering Park Innovation Center approved as of each successive study.

h. ADDITIONAL ANALYSIS TO SUBSTANTIATE INTERNAL CAPTURE: The City recognizes that the actual development impacts of the project may change due to the mixed-use nature of the project, projected non-residential buildout horizon and future growth of the area. Therefore, in order to accommodate unanticipated development changes within the project, additional analysis to substantiate internal capture shall be provided as part of each site plan and subdivision plat submittal as part of an individual phase to the City.

i. ALTERNATIVE MODES OF TRANSPORTATION: The reliance on vehicular travel is a societal norm particularly in the state of Florida where mass transit is limited. Multiple studies have shown the benefits of walkable places which create spaces for people to interact and bond. These walkable communities also become venues for exercise.

Deering Park Innovation Center will epitomize this multi-modality with its interconnected road system enhanced with an extensive network of trails. Land uses will be sited in proximity to complementary uses to encourage traveling on foot, personal electric vehicles, scooter, or bicycle. The owners are committed to development of both a multi-modal plan and a traffic impact mitigation plan. Personal electric vehicles must comply with state, county and local regulations and will not be able to be used by minors within Deering Park Innovation Center. Additionally, The SUNTrail bicycle and pedestrian network does not permit the use of electric vehicles.

6. OVERALL PROPERTY CRITERIA

The intent of Deering Park Innovation Center is to encourage job producing mixed-use development with retail, commercial, hotel, restaurant, corporate offices, light industrial, research, office, retail, parks, and other similar uses within proximity to residential areas and with internal vehicular, bicycle, and pedestrian access between such uses. High, medium, and low-density residential uses will be located strategically to provide attainable housing and reduced traffic, locating residential areas near the job producing areas. The following Development Districts, as shown on the attached Conceptual Master Plan, shall apply pursuant to the terms of this PUD. The actual location of said Development Districts may be adjusted but the acreages shown for the Development Districts shall remain consistent. However, although the parties have agreed upon a minimum of 68 acres for dedicated public use areas, the parties may agree upon the dedication of additional public lands, such as a potential school site or additions to the Regional Park/Sports Complex, Police Station, and Utility Use area. Deering Park Innovation Center is permitted to add such public areas over and above these 68 acres of public lands, without adding additional acreage to Innovation Park.

DEVELOPMENT DISTRICTS:

A. Mixed-Use/Commercial Village: is a mixed-use designation designed for commercial, retail, hotel, restaurant and entertainment uses, along major arterial corridors, and some medium-density or high-density residential uses to encourage pedestrian, -bicycle access, personal electric vehicles and low speed vehicles. The goal of said Commercial Village is to provide a unique, upscale destination and meeting place that provides the necessary commercial and office uses to service the area west of Interstate 95, thereby increasing quality of life and reducing length of trips. The mixed-use area adjacent to the northernmost roundabout as shown on the Conceptual Master Plan (Exhibit B) shall encourage neighborhood commercial and services to provide for the residents of Deering Park Innovation Center. The small Mixed-Use/ Commercial area shown on the Conceptual Master Plan that is east of the main Williamson Road entrance to Deering Park Innovation Center and immediately adjacent to the existing Racetrack gas station and convenience store shall be required to have a 25 ft. vegetative buffer along SR 44 and is only permitted to have a right in/right out ingress and egress to and from SR 44. This small parcel will not connect to the balance of the project to minimize impact to the adjacent wetland system.

B. Innovation Park is a mixed-use designation designed for corporate headquarters, light industrial, research, hotel (150 room maximum), small non-retail business, and office uses balanced with no more than twenty (20) percent of net usable acreage allowed for medium-density or high-density residential to encourage pedestrian and bicycle access for job producing area. The City agrees that this area provides for potential job producing areas and specifically is consistent with the New Smyrna Beach Comprehensive Plan provision for the Commercial Space Industry Opportunity Overlay Zone. The City and Owner will work

together to the extent that this site can be a catalyst for the extension of infrastructure and funding to develop "pad-ready" sites for office and light industrial uses for the project. A "pad-ready" site would be defined as a subdivided lot, with vehicular access and utilities provided to the site and provision for stormwater capacity within a master or sub-master stormwater system that could accommodate the impervious surface areas to be placed on said "pad-ready" site. This collaboration does not require any financial contribution by the City.

C. Residential Rental Village is the designation for commercial rental communities that may include detached homes, cottages, and bungalows of no less than 800 square feet, duplex units of no less 800 square feet, townhouses, and multi-family apartments. Such commercial rental communities will be maintained as a single parcel for each project and shall not be permitted to be subdivided or sold as individual homes.

D. Residential is the designation for neighborhood residential areas that will contain a diversity of housing options with the goal of providing pedestrian and multi modal connections to nearby job producing areas. The densities of such Residential areas shall be based on proximity to the job producing and urban commercial uses to encourage pedestrian and bicycle access as depicted on Exhibit C. Therefore, areas designated residential in the southern portion of Deering Park Innovation Center, adjoining a large conservation area, should be reserved for low-density residential. The wavy boundaries between residential density categories provided on Exhibit C showing a graduation of density, from low density nearest to the conservation areas to high density closest to job creation areas, are approximate and provided to illustrate the concept, with actual density locations to be adjusted during the subdivision process. In no event shall overall project density exceed the maximum number of 2,150 residential units within Deering Park Innovation Center. The intent is to provide a wide range of housing types, sizes, and pricing, with higher densities closest to the intensive non-residential uses. Owner agrees and stipulates to prohibit short term rentals, of less than six (6) months, within the Residential District and in every Homeowners Association, which shall enforce such prohibition. Accessory dwelling units (ADU) of no more than 800 square feet will be permitted within the Residential District. Said ADUs are permitted as part of single-family residential areas. Said ADUs are only permitted after or as part of the construction of the primary dwelling and shall not count against Deering Park Innovation Center's cumulative total density. All ADU's shall provide for one (1) additional parking space, on the lot, above the principal unit's required parking count.

E. Regional Park/Sports Complex is a recreation use area contemplated to be dedicated to the City of New Smyrna in exchange for park impact fee credits. The complex site shall be a minimum of 50 acres and the actual dimensions will be determined as part of the Williamson Boulevard segment construction review. It is the goal of both parties that the width of the park area should be approximately 550 feet and the parties will work together on plans to achieve this result. Since wetland jurisdictional lines have not been established in this area, it is important to provide that it is a goal of the parties that the land provided to the City is not primarily wetlands that would increase the costs of development but should be primarily uplands. Deering Park Innovation Center shall provide a site that is a minimum of 85% developable and reasonably contiguous uplands. The City and the developer will work together, once jurisdictional lines are established, to provide an area appropriate for the use contemplated by the City for this regional park/sports complex. The City may use this property for any recreational or community use, including, but not limited to parks, sports fields, and a community center, provided such center is not used for incompatible uses such as medical uses, drug treatment centers, transient housing, or homeless

shelters. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time at the option of the City. Access to said parcel is planned via a future east west road from Williamson Boulevard and transfer should only occur upon ability for the City to access said parcel via public roads or rights-of-way. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the public facilities contemplated, which are at a minimum, sport fields for the public, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures consistent with the architectural styles prevalent in Deering Park Innovation Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the regional park / sports complex area shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues, nor shall the City have a voting interest in the POA. Deering Park Innovation Center agrees to provide stormwater retention capacity as part of the comprehensive stormwater management system for city construction on the parcel.

F. Natural Vegetation Areas: Planning for Deering Park Innovation Center shall include the requirement for a connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of Deering Park Innovation Center. This connection will expand the habitat corridor.

1. Deering Park Innovation Center will include a minimum of 400 acres of Natural Vegetation Areas to be established through the permitting, site plan and/or plat process.
2. There have been no jurisdictional wetland determinations on this site. The applicant, in working with planners and city staff, have used the best available information to determine appropriate planning areas for natural vegetation areas. Jurisdictional determinations and wetland lines will be determined as part of the permitting and site plan and/or plat process.
3. Natural Vegetation areas shall be placed within a conservation easement consistent with the terms of this Agreement, and maintained in conservation as provided herein, without cost to the City of New Smyrna Beach, after issuance of and in accordance with St. Johns River Water Management District and other required environmental permits.
4. These conservation easements will prevent any development not specifically allowed. Public trails will be permitted within the conservation easement areas. The conservation easements will be provided to two or more beneficiaries to layer those easements and facilitate perpetual conservation. The City of New Smyrna Beach shall be one of the beneficiaries, if they chose to accept the conservation easement.
5. The landowner has already caused the creation of 46,000 acres [over 71 square miles] of connected wildlife corridors by placement of lands in conservation easements. The Natural Vegetation Areas within Deering Park Innovation Center will connect to and extend these conservation areas into New Smyrna Beach. The Natural Vegetation

Areas will be maintained in perpetuity, without cost to the City, based upon the terms of the conservation easements. The costs for such maintenance of the conservation easement shall be borne by either a Community Development District, subject to City approval, an expanded Deering Park Stewardship District, or, if either the Stewardship District expansion or Community Development District is not approved, then by a Property Owners Association.

G. Police Facilities Site is a municipal use for a potential police station site as shown on the Conceptual Master Plan contemplated to be dedicated to the City of New Smyrna Beach in return for Police impact fee credits. Said site shall be of sufficient size to accommodate a police substation and shall be a minimum of 10 contiguous and developable acres. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time at the option of the City. Access to said parcel is planned via Williamson Boulevard and a future east west two-lane road into Innovation Park and transfer should only occur upon the ability for the public to access said parcel via public roads. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the police substation facilities contemplated, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures on this site consistent with the architectural styles prevalent in Deering Park Innovation Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the police facilities site shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues, nor shall the City have a voting interest in the POA. Deering Park Innovation Center agrees to provide stormwater retention capacity as part of the comprehensive stormwater management system for city construction on the parcel.

H. Density: As defined, Low Density is 0-5 units per acre; Medium Density is 5-8 units per acre and High Density is 8-18 units per acre.

I. Vegetated Buffer Requirements:

1. Perimeter
    i. The perimeter of Deering Park Innovation Center along the South Village project shall have a minimum 20’ wide vegetated buffer.
    ii. The perimeter of Deering Park Innovation Center adjoining the conservation easement on the south side of Deering Park Innovation Center that is part of the Deering Park North project shall have a minimum 50’ wide vegetated buffer.
    iii. The perimeter of Deering Park Innovation Center along State Road 44, with the exception of the access to Williamson Road, and the small mixed-use area next to the Ocean Gate subdivision shall have a minimum 50’ vegetated

buffer, which may include within the buffer a 12' wide paved multi-use trail connecting to the SUNTrail network.

iv. The area adjoining Williamson Boulevard shall have a minimum 20' vegetated buffer for all areas not used by access points or road right-of-way. Multi-modal trails or sidewalks may be within said vegetated buffer areas and shall incorporate the native vegetation or trees in the design of any such multi-modal trail or sidewalks.

v. No perimeter buffer shall be required along the perimeter boundary with Deering Park North in light of the similar mixed-use of the adjoining property.

vi. No perimeter buffer shall be required along the boundary with Interstate 95 in light of the intent to design and showcase businesses to be located along the interstate.

vii. No landscape buffers are required for individual cottages or homes within the rent to own area. However, the rent to own area shall have a 20' perimeter vegetated buffer.

DISTRICT SPECIFIC DEVELOPMENT CRITERIA. The following development criteria shall apply to the Districts within the Property:

INNOVATION PARK

NON-RESIDENTIAL

- Minimum lot area: 5,000 square feet
- Minimum lot width: Deering Park Innovation Center light industrial or office uses may be subdivided into 18' wide lots, an appropriate number of such lots shall then be combined to meet "building site" requirements including all minimum lot area and other standards.
- Maximum building height: 75 ft.
- Maximum building coverage: 50%
- Setbacks:
    - Other than 25 ft. vegetated setback from Williamson right-of-way all structures erected shall have -0- foot lot setback lines from lot lines located within the Property.
    - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.
    - All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.
- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
    - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
    - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
    - The maximum room size does not include any balcony, porch or deck area connected to the unit.
    - No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

MIXED-USE/COMMERCIAL

NON-RESIDENTIAL

- Minimum lot area: No minimum required.
- Minimum lot width: No minimum required.
- Maximum building height: 75 ft.
- Maximum building coverage: 80%
- Setbacks:
  - Other than 25 ft vegetated. setback from Williamson Boulevard right-of-way and 50 ft. vegetated setback from SR44 right-of-way, all structures erected shall have -0- foot lot setback lines from lot lines located within the Property
  - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.
  - All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.
- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
  - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
  - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
  - The maximum room size does not include any balcony, porch or deck area connected to the unit.
  - No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

RESIDENTIAL RENTAL VILLAGE:

- Cottages:
  - Cottages do not require road frontage and may face a mew or other green space.
  - Maximum building height: 35 ft.
  - Single parcel for commercial cottages project with no individual lots
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
  - Minimum building setbacks:
    - Side: 5 ft.
    - Side Street: 10 ft.
    - Front: 15 ft.

        - Rear: 10 ft.
    - Minimum building separation: 10 ft.
- Multifamily:
    - Maximum building height: 75 ft.
    - Minimum lot area: 6,500 sq. ft.
    - Minimum lot width: 65 ft.
    - Minimum lot depth: 100 ft.
    - Minimum living area per dwelling unit:
        - 1 Bedroom: 600 sq. ft.
        - 2 Bedrooms: 800 sq. ft.
        - 3 Bedrooms: 1,000 sq. ft.
        - 4 Bedrooms: 1,100 sq. ft.
    - Maximum building coverage: 35%.
    - Minimum building setbacks:
        - Side: 25 ft.
        - Side Street: 25 ft.
        - Front: 25 ft.
        - Rear: 25 ft.
    - Minimum building separation: 30 ft.
    - Minimum open space: 20%
    - Common open space: 25% of open space
- Duplexes:
    - Maximum building height: 35’.
    - Minimum lot area: 3,000 sf.
    - Minimum lot width: 30’ per dwelling unit and 60’ per building.
    - Minimum lot depth: 100’.
    - Maximum building coverage: 70%.
    - Minimum building setbacks:
        - Interior Side: 5’ (end units only); however, no side setback shall be required for property line along common wall.
        - Side Street: 10’.
        - Front: 20’.
        - Rear: 5’.
    - Minimum open space: 20%.
- Townhomes:
    - Maximum building height: 35 ft.
    - Minimum lot area: 1,800 sq. ft.
    - Minimum lot width: 18 ft.
    - Minimum lot depth: 100 ft.
    - Minimum living area per dwelling unit: 750 sq. ft.
    - Maximum building coverage: 90%
    - Minimum building setbacks:
        - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
        - Side Street: 10 ft.
        - Front: 20 ft.
        - Rear: 5 ft.
    - Minimum spacing between buildings: 10 ft.

- Minimum open space: 20%

RESIDENTIAL

- Single-family detached dwellings:
  - Maximum building height: 35 ft.
  - Minimum lot area: 5,500 sq. ft. however staff may permit reduced lot areas designed consistent with new urbanism principles including access alleys and rear loaded garages.
  - Minimum lot width: 50 ft.
  - Minimum lot depth: 110 ft.
  - Maximum building coverage: 70%
  - Minimum building setbacks:
    - Side: 5 ft.
    - Side Street: 10 ft.
    - Front: 20 ft. however, front setback may be reduced to 10ft. if unit is alley loaded without garage access to front street
    - Rear: 15 ft. except must maintain a minimum driveway depth of 20 ft.
  - Minimum open space: 20%.
  - Minimum accessory structure setbacks:
    - Pool: 5 ft.
    - Pool equipment: 5 ft.
    - Screen enclosure 5 ft.
    - Shed: 5 ft.
    - Generators/other mechanical equipment: 1.5 ft., however, generators must maintain a 10 ft. separation from all operable windows on adjoining lots.
    - Eaves: 3 ft.
  - Accessory structures shall not be located within required front or side setbacks.
- Duplexes:
  - Maximum building height: 35 ft.
  - Minimum lot area: 3,000 sq. ft.
  - Minimum lot width: 30 ft. per dwelling unit and 60’ per building.
  - Minimum lot depth: 100 ft.
  - Maximum building coverage: 70%.
  - Minimum building setbacks:
    - Interior Side: 5 ft. (end units only); however, no side setback shall be required for property line along common wall.
    - Side Street: 10 ft.
    - Front: 20 ft.
    - Rear: 5 ft.
  - Minimum open space: 20%.
- Townhomes:
  - Maximum building height: 35 ft.
  - Minimum lot area: 1,800 sq. ft.
  - Minimum lot width: 18 ft.
  - Minimum lot depth: 100 ft.

  - Minimum living area per dwelling unit: 750 sq. ft.
  - Maximum building coverage: 90%
  - Minimum building setbacks:
    - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
    - Side Street: 10 ft.
    - Front: 20 ft.
    - Rear: 5 ft.
  - Minimum spacing between buildings: 10 ft.
  - Minimum open space: 20%
- Multifamily:
  - Maximum building height: 75 ft.
  - Minimum lot area: 6,500 sq. ft.
  - Minimum lot width: 65 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
    - 4 Bedrooms: 1,100 sq. ft.
  - Maximum building coverage: 35%.
  - Minimum building setbacks:
    - Side: 25 ft.
    - Side Street: 25 ft.
    - Front: 25 ft.
    - Rear: 25 ft.
  - Minimum building separation: 30 ft.
  - Minimum open space: 20%
  - Common open space: 20% of open space
- Rear loaded homes, with garages facing alleys as opposed to streets, are permitted in all residential categories.
- Parking: Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. The calculation for the average of 4 spaces per single-family home and 3 spaces per multi-family home shall include garage spaces, and the residential units that have one car garage spaces or smaller homes with one bedroom, and on street parking specifically permitted and identified for resident parking. Parking along residential streets shall be specifically prohibited unless parking spaces are specifically designated within widened street areas.
- Although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.

MAXIMUM ENTITLEMENTS: Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,664 acres.

CONCEPTUAL MASTER PLAN: The City acknowledges that the location of proposed phases shown on the Conceptual Master Plan may shift to ensure sound, long range planning and development of

the Property. The location of land uses, roadways and trails as provided in the Conceptual Master Plan may be altered as the Property is developed over time in accordance with the planning framework as shown on the Conceptual Master Plan, although the total acreages for Mixed-Use and Innovation Park shall not be reduced. Construction and installation of all common areas and common facilities within each phase shall be completed or bonded prior to issuance of the first certificate of occupancy for that phase.

a. Owner will subdivide the Property in phases and in accordance with the requirements of the City's LDRs. As part of the subdivision process, Owner will be responsible for ensuring that the Property will be serviced with public utilities and right-of-way access, and for providing on-site detention/retention facilities as required by St. Johns River Water Management District permitting requirements. Site development approval is contingent upon approval of the final plat of each phase of the Property. A site plan is required for a build to rent community within an approved parcel and said community is not permitted to subdivide to allow for sale of individual homes. Owner agrees to work with the City during the site plan review process to address stormwater runoff from City constructed facilities and roadways.

CONSTRUCTION CONSISTENCY WITH DEERING PARK INNOVATION CENTER PUD MDA: There are a substantial number of requirements for the Developer that are provided within the Deering Park Innovation Center PUD Master Development Agreement. Many of these standards and requirements, such as stormwater management design review and permitting and conservation easements, are required to be in place prior to any construction. It is important that staff able to easily determine all such requirements and whether the Developer has met those requirements. The Owner agrees to work with the staff to prepare a standard checklist of all such requirements to allow staff to review and confirm compliance for every new plat or site plan to ensure that any construction is consistent with the requirements of the Deering Park Innovation Center PUD. A copy of said checklist showing compliance with every requirement shall be part of the record for every plat or site plan review.

PHASING AND PRIORITY OF MIXED USE NON-RESIDENTIAL DEVELOPMENT: Development is expected to be completed in multiple phases as generally shown on the Conceptual Master Plan, and individual phases may be developed and constructed simultaneously and/or in any order.

i. Residential Phasing: The City and Owner agree that the intent is to provide for a mixed-use community, rather than a residential community without job producing or other non-residential uses.
ii. Residential Unit Mix: Multi-family, townhouses, villas, and build-to-rent will be located near job-producing or other non-residential uses to support recruitment of non-residential development. Single-Family areas will be located further away from the non-residential development.
iii. Phasing of Residential and Non-Residential: The City and owner agree to the following additional limitations on the issuance of building permits for single-family residential development:
    1. No building permit for residential will be issued earlier than 3 years after the approval and recording of this Agreement.
    2. In addition to the 3-year period, the parties agree to further restrict the timeframe for residential development as follows:
        a. No site plan or subdivision plan for residential shall be submitted to the City until a minimum of 500,000 square

feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development have been approved by the City. Completion of construction shall be defined as a construction of a building that has received a final certificate of occupancy.

b. After a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development has been approved by the City, subdivision plats for residential may be submitted to the City pursuant to Table 1.

Table 1 (Residential Phasing Restrictions)

Phase	Start Date*	# of units	Total # of units
I	Start Date	600	600
II	Start Date + 2 years	600	1,200
III	Start Date + 4 years	400	1,600
IV	Start Date + 5 years	550	2,150

*The residential start date shall be the date that 500,000 square feet of non-residential has been constructed and site plans are approved for additional non-residential development within Deering Park Innovation Center at or above 500,000 square feet.

Accelerator Clause: The Table 1 schedule for residential phasing shall be accelerated by 1 year for every additional 1 million square feet of site plans approved for non-residential development, with a minimum of 500,000 square feet having been constructed for each million approved. For example, if, after the initial construction and site plan approval has been provided to allow for a start date, and it is beyond the three-year time restriction, then if 2 million additional square feet of non-residential development site plans are approved, with 1 million of those square feet constructed, then the schedule for Phases II, III & IV would be accelerated by 2 years. Under no circumstance shall any residential building permit be issued earlier than 3 years after the approval and recording of this Agreement.

7. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A . The comprehensive plan designation for the site is Industrial Mixed Use. City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Owner shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Owner specifically acknowledges that approval of this Agreement does not constitute a

Concurrency Certificate as required by the LDRs, and that Owner will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

D. Each project within Deering Park Innovation Center shall require site plan reviews or subdivision plats that will be reviewed by the Planning and Zoning Board and City Commission to determine consistency with the New Smyrna Beach Comprehensive Plan, this PUD MDA and the New Smyrna Beach Land Development Regulations as provided herein.

8. SPECIFIC PERMITTED USES:

Deering Park Innovation Center intends to utilize a flexible approach including but not limited to, innovative land use techniques, creative urban design, environmental protections and the judicious use of sustainable development practices and principles. To meet the aforementioned goals, the following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein.

A. Bona Fide Agricultural Uses: The parties specifically agree that the current use of the Property is bona fide commercial agriculture, including but not limited to timber and cattle, and that so long as Owner continues to use the Property for bona fide commercial agriculture, it shall be a permitted use under the terms of this PUD. Bona fide commercial agricultural activities shall maintain a 200-foot separation from permitted non-agricultural uses. The term bona fide commercial agricultural activities shall not include periodic maintenance and permitted trimming, planting, and clearing. Once a specific section of the Property is converted to a different use, and a certificate of occupancy has been issued for said different use, then agricultural use would no longer be permitted on that specific section of the Property, but all other remaining sections would still be permitted as agricultural use. The Owner shall use best management practices in the use of such agricultural uses, including, if required by such practices and permitted by the State of Florida, controlled burns to maintain the safe operation of agricultural use.

B. Innovation Park

i. The following uses are specifically permitted:

1. Aerospace manufacturing and research
2. Aerospace light distribution
3. Biomedical Manufacturing and research
4. Biomedical light distribution
5. Childcare facilities, including within office and corporate headquarters buildings.
6. Coffee Shops

7. Corporate offices
8. Deli and food services, including within office and corporate headquarters buildings.
9. Food and beverage processing and distribution, except the slaughter of animals
10. Industry, light
11. Medical and dental laboratories
12. Medical and dental offices
13. Medical Manufacturing and research
14. Medical light distribution
15. Municipal and governmental buildings
16. Pharmaceutical Manufacturing and research
17. Professional offices
18. Technological Manufacturing and research
19. Technological light distribution
20. Transient lodging
21. Warehouse
22. Maximum of 20% of the area may be used for medium or high density residential.
23. A single destination icon sign as defined hereinafter is permitted as a use within Innovation Park in a location with Interstate 95 visibility.
24. Multi-tenant non-retail spaces for small businesses with warehouse and office needs.

ii. Conditional Uses as defined in the City LDR:
1. A maximum of 5% of the area may be used for Self-storage and/or Boat/RV storage facilities.
2. Specific review criteria for such a conditional use shall include the requirement that stored boats or RV's are not visible from any public road or adjoining properties and any other LDR requirement for such uses.

iii. Although any use that is not specifically permitted shall be considered excluded, the following uses are specifically excluded:
1. Asphalt Batch Plants
2. Fuel Farms
3. Concrete Production and Concrete Crushing Plants
4. Borrow Pits that provide off-site fill material. Borrow Pits that provide fill material for the subject property are specifically permitted.
5. Heavy Industrial uses similar to specifically excluded uses.
6. Recycling/Biomass electrical generation facilities

C. Mixed-Use/Commercial Village:

i. The following uses are specifically permitted:
1. Assisted living facility
2. Nursing home facility

3. Adult congregate living facility
4. Ambulance service
5. Animal clinics (outpatient care only and no overnight boarding near residential)
6. Bakeries
7. Banks
8. Bowling alley
9. Business and communications systems
10. Transit Facilities
11. Car rental and leasing
12. Carwashes
13. Childcare facilities
14. Club, semi-public
15. Coffee Shops
16. College level and adult educational facilities
17. Convenience stores with gas pumps
18. Dry cleaners
19. Farmers markets
20. Financial services
21. Florists
22. Funeral homes
23. Furniture showrooms
24. Grocery stores
25. Hospitals
26. Home Accessory Showrooms
27. Microbrewery, micro winery and/or craft distillery
28. Museums
29. Multi-family dwelling units, along with vertically mixed live-work units with workspace on the first floor.
30. Municipal and governmental buildings
31. Offices, general, professional and real estate
32. Offices, medical, including, but not limited to, medical office buildings, health and wellness facilities, outpatient surgery, imaging and primary care facilities.
33. Pedestrian, Multimodal, Bicycle trails.
34. Personal services
35. Pet grooming (not in residential buildings or near residential areas that might be impacted by noise)
36. Pet shop (not in residential buildings or near residential areas that might be impacted by noise)
37. Restaurants, types "A," "B," "C," and "D"
38. Retail sales and services
39. RV, Boat and low speed electric vehicle sales
40. Service stations, types "A" and "B"
41. Sport facilities
42. Taverns
43. Textile Showrooms
44. Theaters

45. Transient lodging
46. Maximum of 30% of the area may be used for medium or high density residential
47. A single destination icon sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.
48. A single electronic sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.

D. Residential Rental Village

i. The following uses are specifically permitted:
   1. Single-family dwellings detached and attached [cottages, townhomes, duplexes]
   2. Pedestrian, Multimodal, Bicycle trails.
   3. Multifamily dwellings including townhomes and apartments
   4. Accessory Amenities

E. Residential

i. The following uses are specifically permitted:
   1. Single-family dwellings detached and attached [townhomes, duplexes]
   2. Pedestrian, Multimodal, Bicycle trails.
   3. Multifamily dwellings including townhomes and apartments.
   4. Accessory Amenities

F. Regional Park/Sports Complex/Police

i. The following uses are specifically permitted:
   1. Public Recreation and Sports Complexes
   2. Pedestrian, Multiuse, Bicycle and Hiking trails, including trails that connect to trails within the Edgewater Wetland Park and to the Florida SUNTrail system. Public trails that are built without grant funds may be eligible for park impact fee credits.
   3. Municipal and governmental buildings and ancillary parking
   4. Community Center; provided such center is not used for incompatible uses such as medical use, drug treatment centers, transient housing or homeless shelters.
   5. Farmers Market
   6. Amphitheater

G. Natural Vegetation Areas

i. The following uses are specifically permitted:
   1. Natural Vegetation
   2. Pedestrian, Multiuse, Bicycle and Hiking trails
   3. Utility corridors
   4. Passive Recreation Use

H. Schools

i. Schools and related structures and uses are specifically permitted within Deering Park Innovation Center and school sites may be reserved for such use within the conceptual master plan.

9. PUBLIC INFRASTRUCTURE -UTILITIES, PEDESTRIAN AND MULTI-USE TRAILS

a. Utilities and utility easements. New public utilities including water, wastewater, reclaimed water, electrical transmission and distribution, will be installed underground and constructed to New Smyrna Beach Utilities ("NSBU") latest Rules, Design, and Construction Specifications standards. Prior to the approval of any initial phase within this development, a master utilities plan (water, reclaimed water and wastewater) and hydraulic calculations are required and must be submitted to and approved by NSBU for both the entire development as a whole as well as any individual stand-alone phases. The master utilities plan shall comply with NSBU Water Resources System Master Plan 2016 or latest edition. Utilities shall be interconnected with all adjacent developments. All wastewater shall be discharged to the future Southwest Regional Lift Station within the South Village development to the West. Deering Park Innovation Center will provide the NSBU approximately 8 acres of land adjacent to the proposed police sub-station, with the specific location and configuration to be mutually agreed upon, when access is provided to the area to allow the NSBU to provide for utility infrastructure, including an electrical substation and above ground water tank, large enough to provide for a maximum of 6 million square feet of non-residential use. Design and construction of the electrical sub-station and above ground water storage tank within the donated 8-acre site shall be without cost to the developer of Deering Park Innovation Center, however, the parties specifically recognize that all normal utility development fees and normal capital connection fees shall continue to be required by New Smyrna Beach Utilities. The parties recognize that Florida Power & Light constructed a transmission line through the Property. As a result, for some uses, especially residential use, additional buffers, or landscaping may be provided to assist in the compatibility with said transmission line. In addition, roadways will need to be planned in such a manner to avoid impact with the transmission line infrastructure.

b. Hardening utility lines as protection against storm. The utility designs shall plan for such storm events by hardening its infrastructure. All electrical service, internet service and key traffic signalization are required to be placed underground at a safe depth as required by the Utilities Commission to protect those lines from storm impacts.

c. Access easements, roadways, and rights-of-way. Access easements, roadways, and rights-of-way may be public or private within Deering Park Innovation Center and shall be designed in compliance with the City LDR

or as amended by this PUD. Proposed roadway sections for the project are attached hereto as Exhibit D. A multi-use path and trail network may be provided throughout Deering Park Innovation Center in phases that will allow for connection to the regional trail network. The network of paved walkways or natural trails ~~may~~ will provide access to community facilities, recreational facilities, job production areas and preserved conservation areas.

~~i.~~ Right-of-Way has been dedicated to Volusia County for each segment of Williamson Boulevard. Deering Park Innovation Center shall work with Volusia County to incorporate the stormwater from Williamson Boulevard into the comprehensive stormwater system.

ii. Any private roads shall be maintained as a common area.

d. Sidewalks. For each individual phase, Owner shall install sidewalks in conformance with the LDR in all common areas except the trail network, as identified below, may substitute for sidewalks subject to the approval of the City's Technical Review Committee. Individual builders shall install sidewalks in conformance with the LDR in other required locations. Sidewalks shall have a minimum width of five-feet (5') within neighborhoods and six-feet (6') along arterial and collector roadways. A twelve-feet (12') wide multi-use path shall be provided along at least one side of Williamson Boulevard in lieu of one of the six-feet sidewalks. Such Multi-Use Paths may potentially allow for bicycles, pedestrians, and low speed or personal electric vehicles with appropriate speed restrictions to allow for shared use. The sidewalks or multi-use paths must be approved by the City prior to issuance of Certificates of Occupancy for each home or non-residential building. The Owner shall provide a bond or surety in a form acceptable to the City in an amount as provided in the fee resolution for the costs to complete the construction of the sidewalk for each phase, as amended from time to time, for three (3) years prior to final plat approval. Or, upon review and approval and at the City's sole discretion, the City may allow the Owner to extend the sidewalk bond for an additional two (2) year term. If sidewalks within an approved subdivision or neighborhood are not completed within three (3) years, unless such time is extended by the City, the Owner or its successor(s) will install the remaining sidewalks, or City may utilize bond to provide same.

e. Trees along pedestrian areas: A shade tree plan shall be provided with each phase to provide for the planting of shade trees along pedestrian areas to enable shade areas on the pedestrian walkways. Shade trees at planting shall be a minimum of fourteen feet in height and have a minimum caliper of three inches when measured six inches above ground level.

f. Low Speed Vehicles. All motor vehicles, including low speed vehicles as defined by Florida Statutes, shall be properly registered and comply with the requirements Florida Statutes, as may be amended from time to time.

11. POLICE AND FIRE PROTECTION:

a. Owner has agreed to dedicate a site of sufficient size to accommodate a police substation. Said site shall be a minimum of 10 contiguous and developable acres. Owner shall be responsible for providing road and utility infrastructure to said site.
b. Prior to any vertical construction within Deering Park Innovation Center, the applicant will work with the City to complete a fire department service concurrency evaluation, which may require an independent third-party evaluation of said evaluation at the expense of the applicant.

12. <u>WATER AND ENERGY CONSERVATION – SUSTAINABILITY</u>

a. All construction within Deering Park Innovation Center shall adhere to higher standards to accomplish water and energy efficiency and conservation.
b. Deering Park Innovation Center shall utilize the Sustainable Floridians Certification and Monitoring Program (SF CAMP), developed by the University of Florida, as may be amended from time to time.
c. SF CAMP is a comprehensive, incentive based certification program for new developments that minimize water and energy demand and protect natural resources.
d. Deering Park Innovation Center shall work with SF CAMP to establish specific elements of sustainability for the following specific elements:
    i. Energy Conservation
    ii. Water Conservation
    iii. Environmental Preservation
    iv. Mixture of Housing Types and Price Points
    v. Efficient Infrastructure
    vi. Transportation Efficiency
    vii. Water Quality Preservation
e. All landscape plant materials shall be either Florida native species or Florida Friendly plant material to reduce or eliminate the need for irrigation and replanting.
f. All residences will meet the Energy Star program standards provided by the United States Environmental Protection Agency and the United States Department of Energy.
g. Planning for colors for buildings shall include the consideration of the use of higher light reflective values for paint and roofing materials.
h. The plan shall ~~encourage~~ require the planting of shade trees along pedestrian paths as protection from the sun.
i. The plan for the entirety of Deering Park Innovation Center shall result in a minimum of 50% open space.
j. The stormwater management system shall be designed to also provide habitat by providing for the planting of a minimum of 50% of the slopes in appropriate native vegetation and the creation of vegetated littoral shelves within no less than 25% of the shoreline of the stormwater management system lakes.
k. The stormwater management system lakes shall encourage the potential for dual use of the lakes by allowing the stormwater management system lakes to also be used as amenities.

13. <u>ENVIRONMENTAL STANDARDS AND OPEN SPACE.</u>

a. Deering Park Innovation Center shall provide for Natural Vegetation areas that shall provide connection to the wildlife corridor and conservation easements south of

Deering Park Innovation Center to expand a huge existing habitat corridor and continuous wildlife corridor.

b. The Natural Vegetation areas shall be placed in a conservation easement to preserve said Natural Vegetation areas and shall total no less than 400 acres.

c. Planning for Deering Park Innovation Center shall include connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of Deering Park Innovation Center.

d. Parcel boundaries, development areas and Natural Vegetation Areas which provide for passive recreation and placed within conservation easements, will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting, and therefore the locations as shown on the Conceptual Master Plan are subject to change which shall not require an amendment to this MDA.

e. The overall PUD area shall include 50% open space. Individual phases may have less than 50% open space provided the entire PUD area provides for 50% open space. \

f. All landscape plant materials shall be either Florida native species or Florida Friendly plant material.

g. Development of the Property shall comply with the LDR tree preservation requirements. However, the parties specifically recognize that all or part of the Property is permitted to remain in agricultural use, including silvicultural use for timber production. The removal of agricultural timber is governed by State of Florida Best Management Practices, and therefore, the LDR tree preservation requirements to do not apply to trees removed pursuant to bona fide commercial agricultural practice prior to development of any section of the Property.

h. Upon development of any section of the Property consistent with site plan review approval and the zoning provisions provided herein, Owner shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

i. Burning shall not be used to clear land and there shall be no burning of cleared materials on site.

j. Deering Park Innovation Center shall be required to address all St. Johns River Water Management District comments as part of the permitting requirements.

14. <u>ATTAINABLE HOUSING.</u>

a. The parties recognize the importance of providing a wide range of housing options at various price points. The existence of attainable housing to a wide range of households is key to recruiting businesses and economic growth. The businesses that Deering Park Innovation Center intends to attract will need a diversity of workers to thrive and grow; and those workers in turn need a range of attainable housing options. Deering Park Innovation Center provides attainable housing options with 600 apartments and 250 build-to-rent units which represent nearly 40% of the total residential units within Deering Park Innovation Center.

b. Additionally, accessory dwelling units (ADU's) are permitted as part of single-family residential areas, which provides additional opportunities for attainable housing. Said ADU's shall not exceed 800 square feet.

c. These attainable housing options will help recruit and retain businesses within Deering Park Innovation Center and support economic development efforts.

15. INNOVATIVE DESIGN

a. The property infrastructure shall be designed to provide sufficient wiring infrastructure to permit cameras at intersections for public safety purposes.
b. The property infrastructure shall be designed to provide appropriate areas for cell towers to ensure appropriate cell phone coverage for the community, with procedures in place to provide for full disclosure of potential cell tower sites to prospective residential home purchasers prior to closing.

16. ECONOMIC DEVELOPMENT:

a. The Owner will work together with the City to recruit investment in the appropriate areas by job producers, and will work with the City and County Economic Development Departments to recruit and facilitate such uses. The City and the Owner will specifically work together to develop shovel-ready industrial and/or office sites, which includes the permitting and development of stormwater and transportation infrastructure, and the pursuit of grants and economic development funding. The City shall use all available resources to attract and recruit users for Deering Park Innovation Center, including a collaborate effort to create an economic development strategic plan for non-residential uses for the Deering Park Innovation Center.

17. ARCHITECTURAL AND DESIGN STANDARDS

a. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.
b. The intent of the residential portion of the project is to have diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a “cookie cutter” subdivision with identical homes in a row and to provide for diverse housing options throughout the community
c. Buildings shall strive to utilize a Florida Vernacular or other historical Florida style of architecture such as Florida Coastal or Farmhouse. Industrial buildings or buildings within Innovation Park shall be exempt from this standard.
d. All of the following requirements shall be met within the Property:
    i. All structures shall complement one another and shall convey a sense of quality and permanence.
    ii. Lower grade materials, such as unfinished concrete and prefabricated metal, shall be prohibited.
    iii. Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.
    iv. False or real windows shall be provided on all elevations visible from public roadways, but not including alleys, in sufficient size and number to complement the proportions of the building.
e. No more than 10% of the individual approved lot may be permitted for outside display or storage within the Innovation Park District nor shall such outside display or storage be visible from the public right-of-way or adjoining properties.
f. No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas that are visible from the public street.

g. The physical appearance of all parking lot lighting fixtures shall be consistent.
h. Deering Park Innovation Center may provide additional architectural, or landscaping standards or covenants provided same are not inconsistent with the LDR.
i. Proposed architectural design demonstrating consistency with this Section shall be submitted and reviewed as part of the site plan and subdivision process, and design guidelines for each development district shall be provided as part of the initial site plan or subdivision platting submittal for each development district. Such design guidelines for each district shall be processed and approved as a minor modification to this Agreement.
j. Deering Park Innovation Center provides various natural vegetation areas and multi-use trials throughout the project that will be considered amenities for the project. Additional residential amenities will be provided for individual projects as part of site plan and/or subdivision review with the City.

18. <u>SCHOOL CAPACITY</u>

a. Deering Park Innovation Center at New Smyrna Beach will be developed in phases. The residential component of Deering Park Innovation Center at New Smyrna Beach, which potentially encompasses several phases, will require a concurrency evaluation for school capacity and for the Owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the Volusia County School Board to enter into a capacity enhancement agreement to provide for the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to dedicate a school site of at least thirty (30) usable acres to the Volusia County School Board based upon negotiations for use of the parcel for school capacity construction within a timely manner with a provision for re-acquisition (upon surrendering of impact fee credits granted in exchange for the dedication) if the property is not used for such school construction Or, if the school site dedication is not desirable to the Volusia County School Board, in its absolute discretion, may require the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to otherwise provide for sufficient student capacity. Capacity and concurrency issues will be re-evaluated simultaneously with any subdivision plat or site plan review.
b. The density permitted on the property that is the subject of Deering Park Innovation Center at New Smyrna Beach prior to amendment was for 140 single family dwelling units. The comprehensive plan amendment does, and the Deering Park Innovation Center PUD (or any other development permitted within the Deering Park Innovation Center at New Smyrna Beach) shall, limit the number of dwelling units at Deering Park Innovation Center to no more than 2150 dwelling units. However, the City of New Smyrna Beach may not issue any preliminary site plan approval or approve or enter into any plats for the residential component of Deering Park Innovation Center at New Smyrna Beach, or permit or allow the construction of any dwelling units within the said residential component, until such time as the aforesaid capacity enhancement agreement is entered into between the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the School District and a Finding of Adequacy is issued and provided to the City of New Smyrna Beach by the School Board.

c. In the event of an application to increase the number of dwelling units above 2150 dwelling units or if the number of dwelling units approved for the Deering Park Innovation Center at New Smyrna Beach exceeds 2150 dwelling units, then the excess units (over 2150 dwelling units) shall be subject to school concurrency review.
d. Public schools are consistent uses and are permitted in the Deering Park Innovation Center at New Smyrna Beach.

19. MAINTAIN LOCAL CONTROL: It is important that the City maintain control over this project based on the terms contained within this Master Development Agreement. Prior to the start of any construction, the landowner also agrees to provide and record a restrictive covenant over the entirety of the subject parcel to conform to the PUD restrictions providing the maximum number of residential units permitted within Deering Park Innovation Center, as a whole, and the maximum number of any residential units permitted within the Innovation Park business park area and the Mixed-Use areas.

20. SIGNAGE

a. The PUD shall have a uniform sign program, as follows:
    i. State Road 44 Entrance: The major signage near Deering Park Innovation Center's entrance at State Road 44 shall have special signage to reveal the commercial, office, hotel or other usage within the mixed-use area with immediate access to SR 44. Said signage specifically may include an electronic sign that can provide the ability for the City to provide public announcements. The electronic sign shall be subject to DOT review and approval if required.
    ii. Residential: All signage for residential uses shall be developed in accordance with the City's LDR requirements.
    iii. Commercial, Industrial, and Institutional: All signage for commercial, industrial and institutional uses shall be developed in accordance with City's LDR requirements, with building mounted and illuminated signage permitted along Interstate 95 frontage. Buildings fronting on Interstate 95 may also provide decorative and attractive illumination of the buildings fronting the interstate.
b. The PUD has also provided as specific permitted uses, the following described structures:
    i. Destination Sign: A maximum building pad of 50' x 50' for a monument icon tower with a maximum height of 50' feet shall be permitted along Interstate-95. The Destination Sign may be landscaped and illuminated, and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line.
    ii. Entry Monument Sign: An entrance icon similar in design shall be permitted at the entrance to Deering Park Innovation Center from SR 44. Said SR 44 Icon destination signage shall be limited to 25' in height. The Entry Monument Sign may be landscaped and illuminated, and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line.

21. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE

a. “Common areas” and “common facilities” are defined as all lands and facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.
b. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier:
    i. Owner will form and incorporate a non-profit Property Owners’ Association (“POA”). The final plat shall include such language as the City may deem necessary to reflect the POA’s responsibilities. The POA shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, and landscaping. The POA shall have authority to establish and assess dues and fees upon its members to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments; however, property dedicated to and/or owned by the City shall not be subject to assessment. All persons purchasing property within the project shall be members of the POA. Owner may from time to time add additional covenants and restrictions or make changes in POA’s by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.
    ii. Owner shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Owner’s provision of adequate assurances that the work will be done. For example, the City may require Owner to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.
    iii. Natural Vegetation Areas provided for passive recreation and preservation will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting. Once determined, said Natural Vegetation area shall be a separate platted lot or parcel.
c. The parties anticipate the potential need for a Community Development District or the expansion of the Deering Park Stewardship District to facilitate the design and construction of the infrastructure required for Deering Park Innovation Center including, but not limited to, roads, utilities, and common stormwater systems. This will either require a separate application and approval by the City Commission or by the Legislature and Governor of the State of Florida, depending on the size of the taxing district. The parties specifically recognize the potential need for such district and anticipate the request for same to facilitate job production and infrastructure that would allow for the use of Deering Park Innovation Center. At the Owner’s option, all of the project and/or owner requirements under this agreement are hereby expressly authorized to be assigned to and/or undertaken by a Community Development District, if one is approved by the City as provided herein, without further action of the parties hereto and pursuant to Section 190.012(1)(g), Florida Statutes, or the Deering Park Stewardship District if expanded.
d. Common areas shall be identified and established as part of the site plan or subdivision platting process.

22. EFFECTIVE DATE; COMPLETION SCHEDULE.

a. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

b. The parties recognize that this is a large-scale, long-term plan for mixed-use development of Deering Park Innovation Center. The parties recognize that there is a mutual desire for quality development and job production and that this use is market driven. Therefore, there is no timeframes required for submittal of applications for all construction permits for the development, or for the first phase of a phased development or completion of construction, other than requirements within the land development code.

c. This PUD is binding on Owner, and on Owner's successors in interest and assigns.

d. This Agreement is valid for a period of 30 years from the date of execution by both parties, unless extended, in writing, by both parties. In the event no construction has occurred within Deering Park Innovation Center within this timeframe, the development rights within this PUD shall expire. However, construction of any part of Deering Park Innovation Center, including the construction of the first segment of Williamson Boulevard from State Road 44 to a new intersection within Deering Park Innovation Center shall vest this Agreement. Upon said construction the terms of this MDA shall be considered in full force and effect.

23. MINOR MODIFICATIONS.

a. The following may be administratively authorized as minor modifications to this Agreement:

i. Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the PUD approval process;

ii. Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

1. Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

2. Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

3. Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

4. Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the utility and stormwater management systems;

5. Increases of five percent or less in the total number of parking spaces.

iii. Modifications of up to 5% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably

need to be addressed to ensure the development plan can be implemented, EXCEPT:

1. Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
2. Modifications that increase building height more than 3% or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
3. Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 10% of the original requirement for the area in question; and
4. Modifications that would unduly impact public utilities.

This Paragraph is not intended to modify permitted Conceptual Master Plan adjustments to the size and location of the Development Districts outlined in this Agreement.

iv. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

v. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

vi. Approved modifications shall be noted on the official plan documents.

24. AMENDMENTS.

a. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

b. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:

i. The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

ii. If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

iii. For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

25. VARIANCES

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners association/s representing all property owners within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

26. <u>COMPLETE AGREEMENT</u>

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the property owner.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

SIGNATURES ON NEXT PAGE

Signed, sealed and delivered
in the presence of:

CITY OF NEW SMYRNA BEACH,
a Florida Municipal Corporation

_____
Witness 1

By: _____
Fred E. Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___day of _____, 20___, by **FRED E. CLEVELAND and SHARON TAYLOR-HARDING, Mayor and City Clerk**, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

(Seal)

_____
Notary Public

APPROVED AS TO FORM AND CORRECTNESS
As Attested to

By: _____ Dated: _____
City Attorney, Carrie Avalone

Signed, sealed and delivered
in the presence of:

_____
Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

FARMTON NORTH, LLC,
a Florida limited liability company

By: _____

Print Name: _____

As: _____

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ as _____ of FARMTON NORTH, LLC, a Florida limited liability company, who [ ] is personally known to me or [ ] has produced _____ as identification.

(Seal)

_____
Notary Public

Exhibit A

Deering Park Innovation Center

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 21, 27, 28, 32, 33, 34 AND 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S01°53'50"E ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 1807.51 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7512, PAGE 2252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N88°28'08"E ALONG SAID SOUTH LINE, A DISTANCE OF 3604.94 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9), HAVING A 350.00 FOOT RIGHT-OF-WAY; THENCE SOUTH ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; S29°53'16"E, A DISTANCE OF 924.25 FEET; THENCE S29°53'41"E, A DISTANCE OF 1573.05 FEET; THENCE S29°52'47"E, A DISTANCE OF 1106.83 FEET TO A POINT ON THE EAST LINE OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°49'06"E ALONG SAID EAST LINE, A DISTANCE OF 324.47 FEET TO THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE N88°08'38"E ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 178.56 FEET TO A POINT ON AFORESAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE S29°53'20" ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1511.53 FEET TO A POINT ON THE DIVIDING LINE OF THE CITY OF NEW SMYRNA BEACH AND THE CITY OF EDGEWATER, FLORIDA; THENCE WESTERLY ALONG SAID DIVIDING LINE THE FOLLOWING FIVE (5) COURSES; S88°32'27"W, A DISTANCE OF 6836.32 FEET; THENCE S01°50'32"E, A DISTANCE OF 1990.35 FEET; THENCE S88°44'07"W, A DISTANCE OF 661.28 FEET; THENCE S01°45'48"E, A DISTANCE OF 663.29 FEET; THENCE S88°46'59"W, A DISTANCE OF 3569.67 FEET; THENCE DEPARTING SAID DIVIDING LINE, RUN N01°55'19"W, A DISTANCE OF 5667.80 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6844, PAGE 2780, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG SAID BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES; N44°24'44"E, A DISTANCE OF 727.89 FEET; THENCE N00°09'25"W, A DISTANCE OF 2184.28 FEET; THENCE N20°56'10"E, A DISTANCE OF 2190.75 FEET; THENCE N01°03'40"W, A DISTANCE OF 1441.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, HAVING A VARIABLE WIDTH RIGHT-OF-WAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES; N88°37'05"E, A DISTANCE OF 607.41 FEET; THENCE N85°45'20"E, A DISTANCE OF 200.25 FEET; THENCE N88°37'05"E, A DISTANCE OF 1100.00 FEET; THENCE N87°11'09"E, A DISTANCE OF 200.06 FEET; THENCE N88°37'05"E, A DISTANCE OF 33.38 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE WEST LINE OF RACETRAC PETROLEUM AT NEW SMYRNA BEACH, AS RECORDED IN MAP BOOK 58, PAGES 49-50, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°35'03"E, ALONG SAID WEST LINE AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6677, PAGE 4114, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2566.18 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SECTION 28; THENCE N88°59'56"E ALONG SAID NORTH LINE, A DISTANCE OF 1303.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1617.69 ACRES, MORE OR LESS.

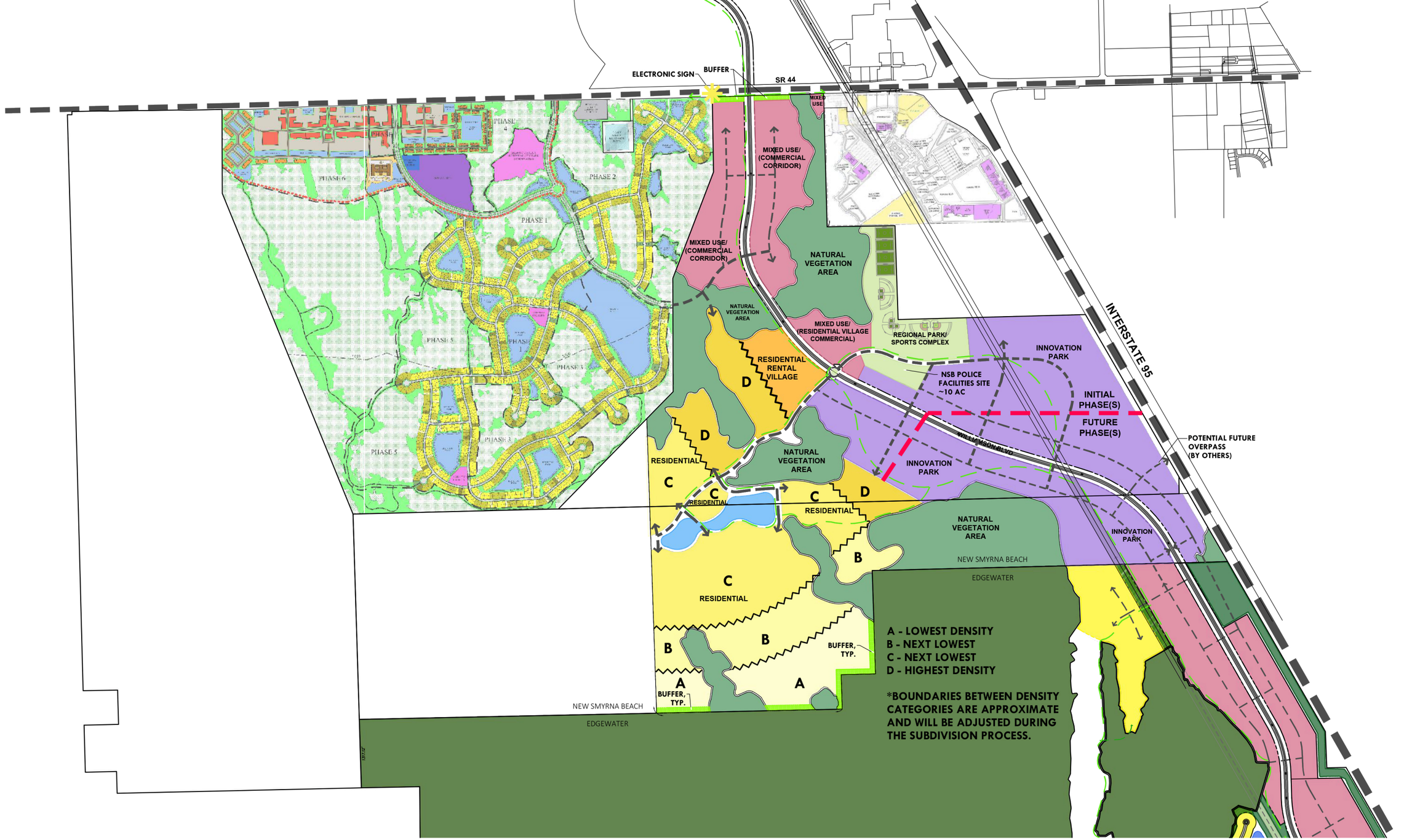


EXHIBIT B - CONCEPTUAL MASTER PLAN

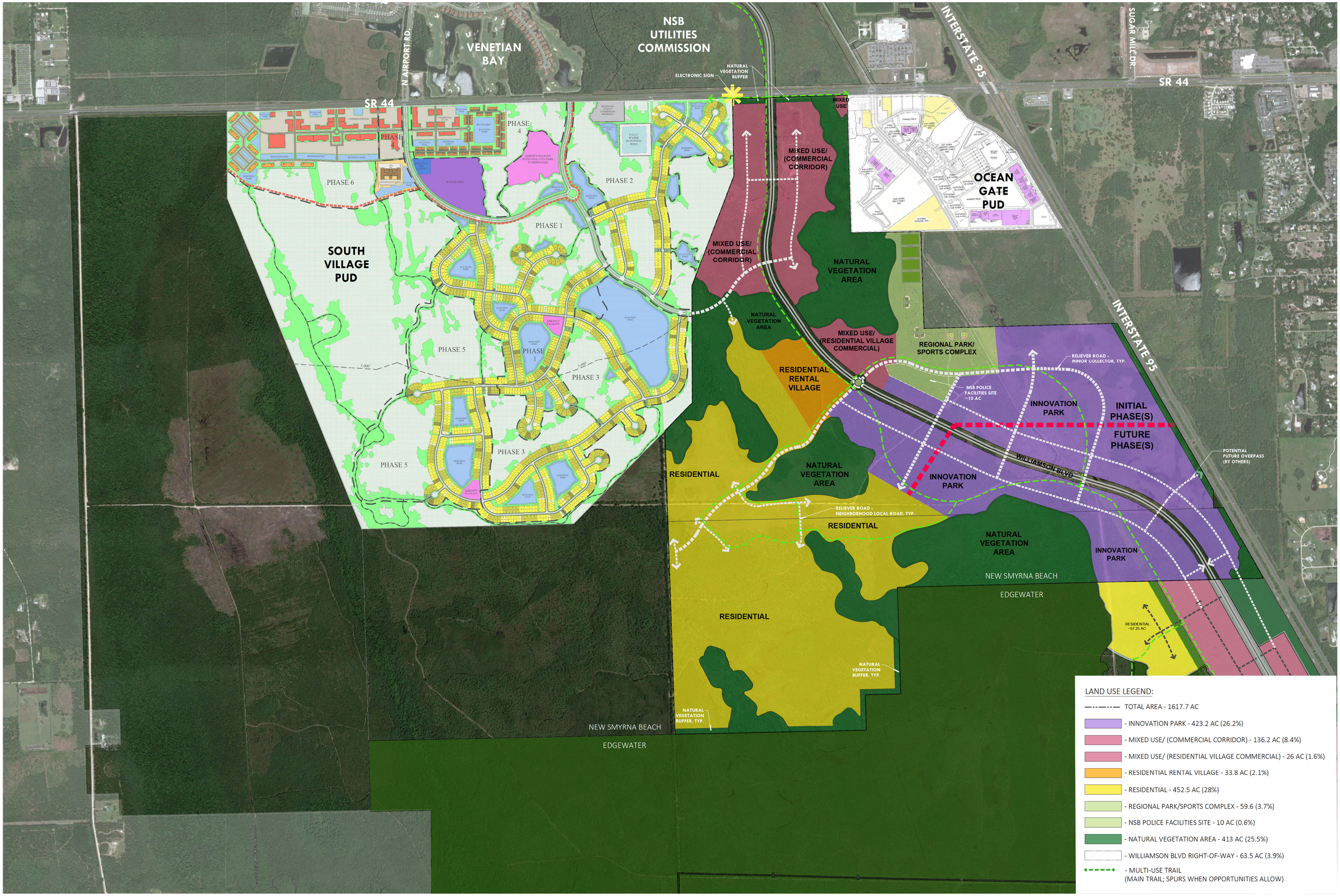
scale: 1"= 1800'
02.28.2024

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 900' 1800' 3600'
SCALE: 1"=1800'

ML+H

1463



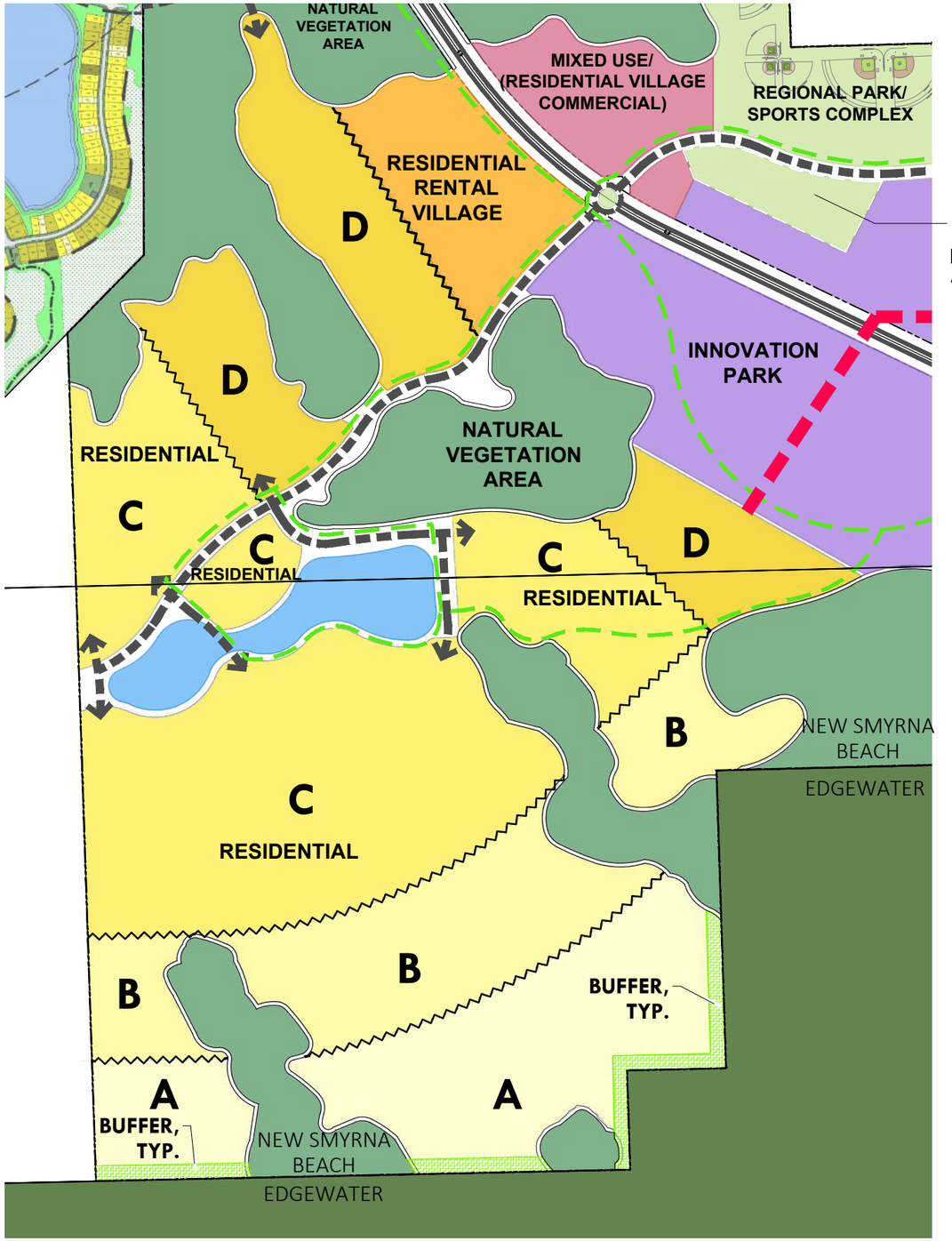
DEERING PARK INNOVATION CENTER - CONCEPTUAL MASTER PLAN EXHIBIT

scale: 1"= 600
04.12.2024
1464

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 300' 600' 1200'
SCALE: 1"=600'

ML+H



A - LOWEST DENSITY
B - NEXT LOWEST
C - NEXT LOWEST
D - HIGHEST DENSITY

***BOUNDARIES BETWEEN DENSITY CATEGORIES ARE APPROXIMATE AND WILL BE ADJUSTED DURING THE SUBDIVISION PROCESS.**

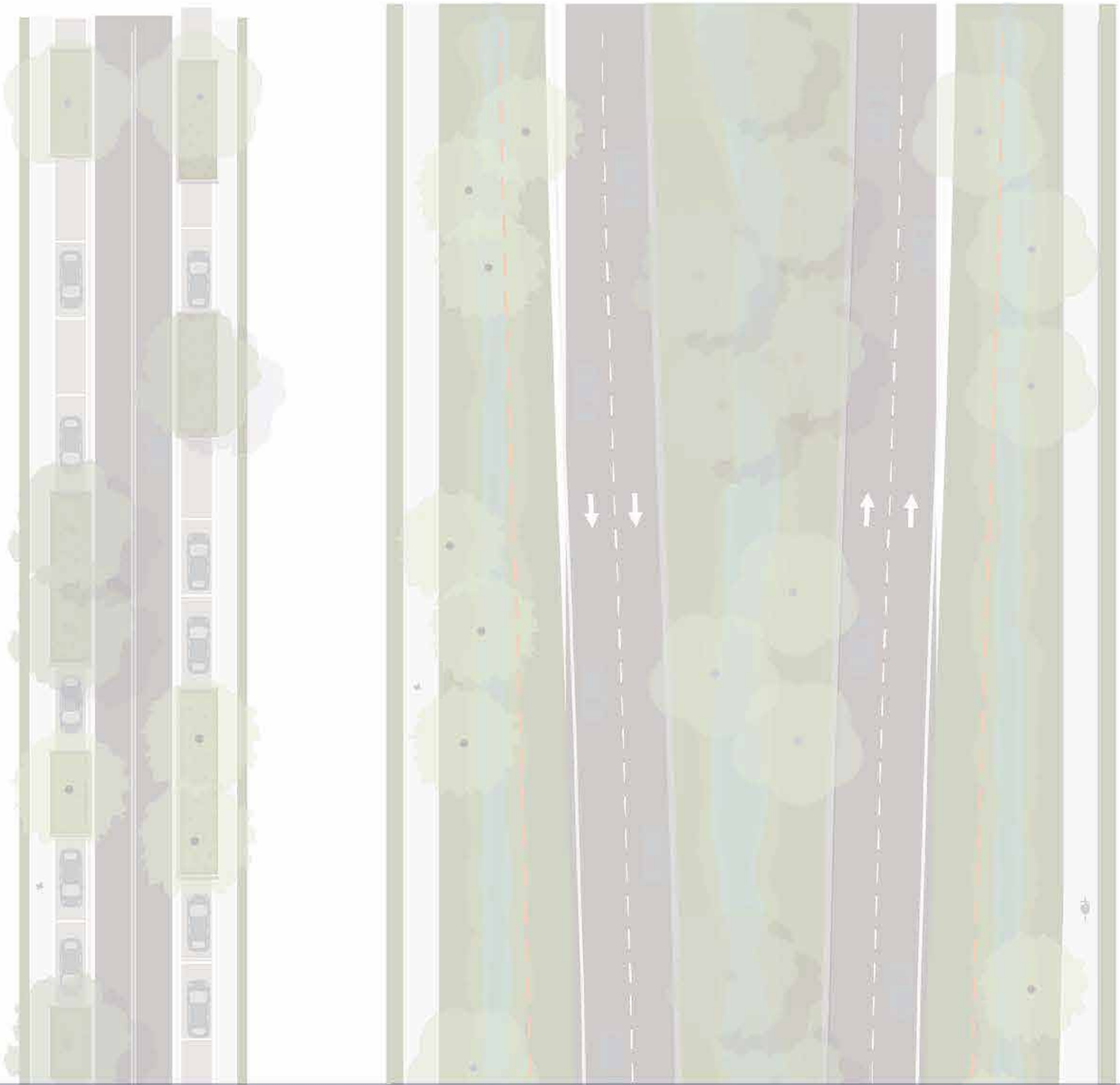
EXHIBIT C - CONCEPTUAL RESIDENTIAL GRADATION PLAN

scale: 1"= 900'
02.16.2024

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 450' 900' 1800'
SCALE: 1"=900'

ML+H



Contents

1 Williamson Blvd (200' ROW)

2 Minor Collector (60' or 70' ROW)

3 Neighborhood Higher Density (50' ROW)

4 Neighborhood Higher Density (60' ROW, No Street Parking)

5 Neighborhood Higher Density (60' ROW, Street Parking, 1side)

6 Neighborhood Higher Density (60' ROW, Street Parking, both sides)

7 Neighborhood Lower Density (60' ROW, Driveways)

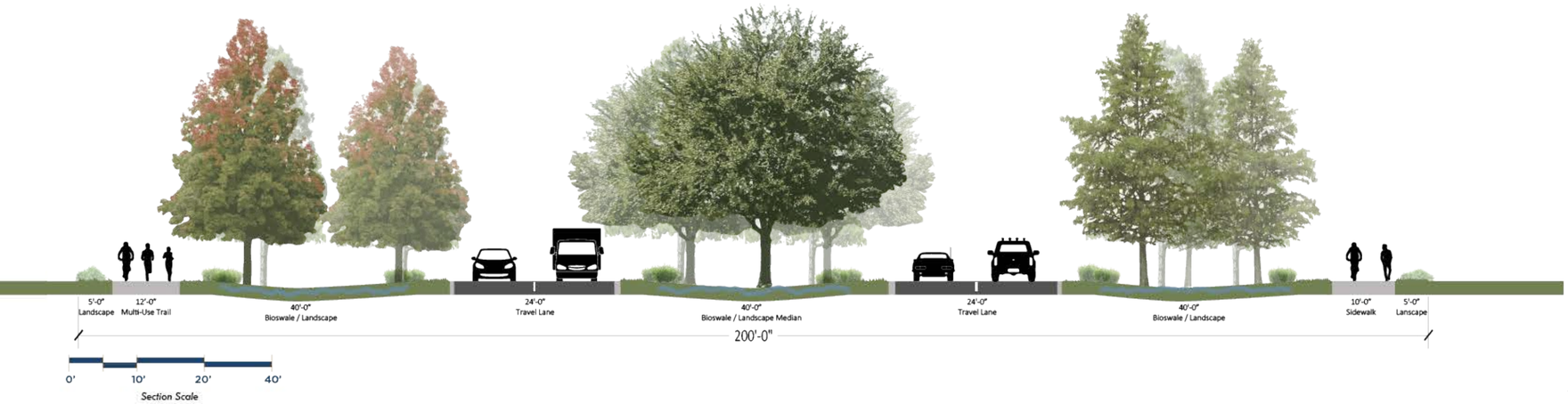
Deering Park Innovation Center

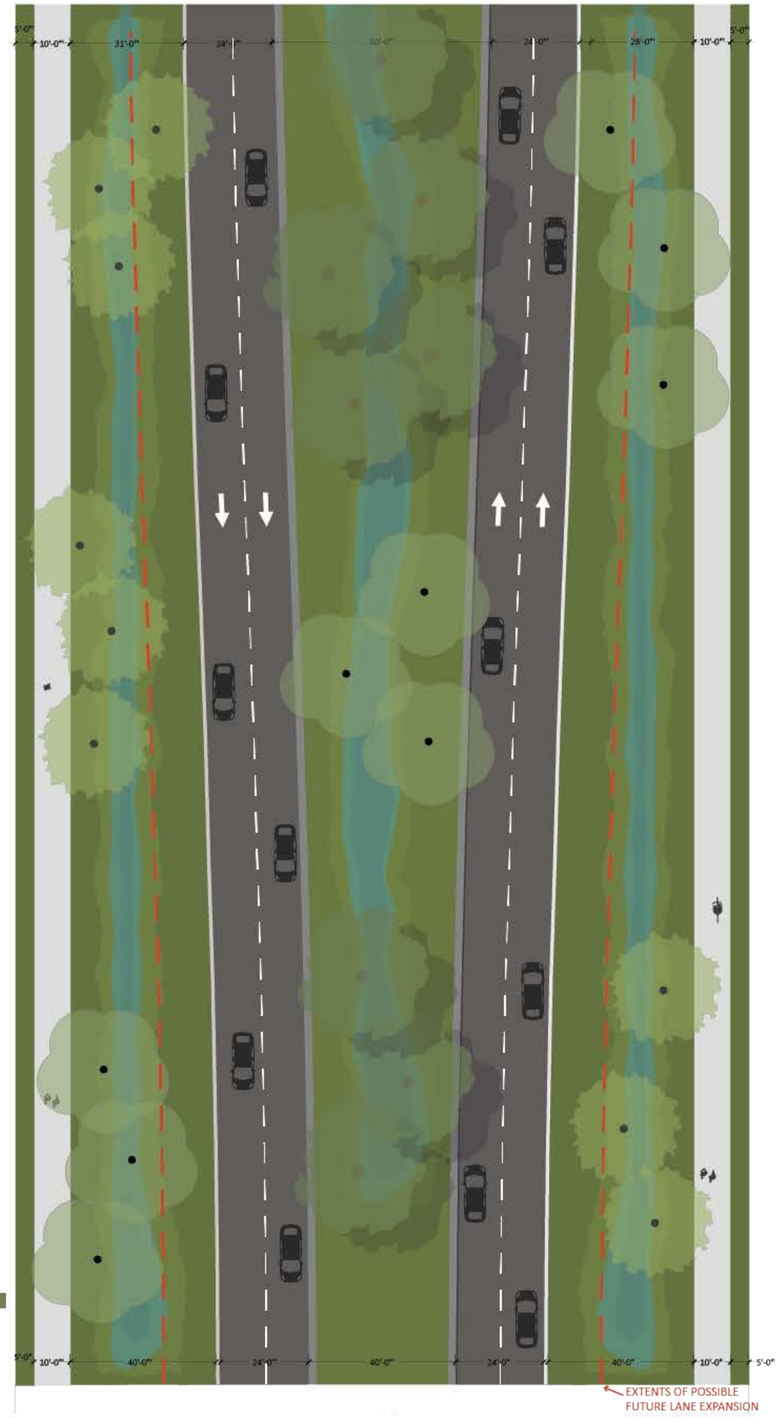
Roadway / ROW Typologies

April 16,2024 version 4.1



TYPOLOGY KEY





Williamson Blvd (200' ROW)

Transect Typologies: Deering Park Innovation Center

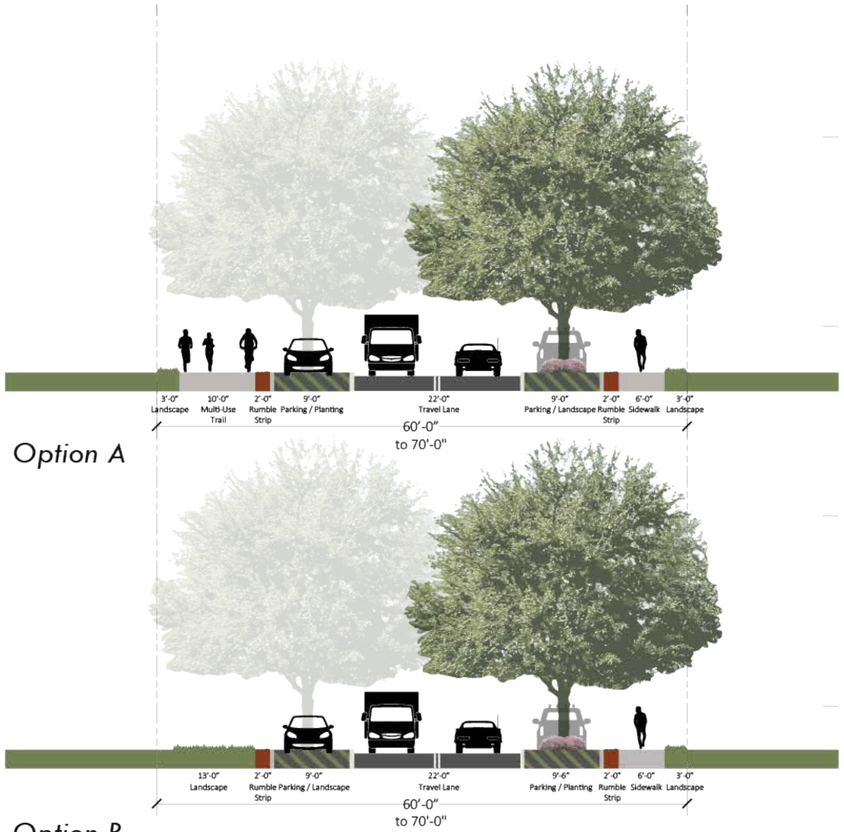
ML+H Project 19.19.10
April 16, 2024

0' 20' 40' 80'
Plan Scale

1

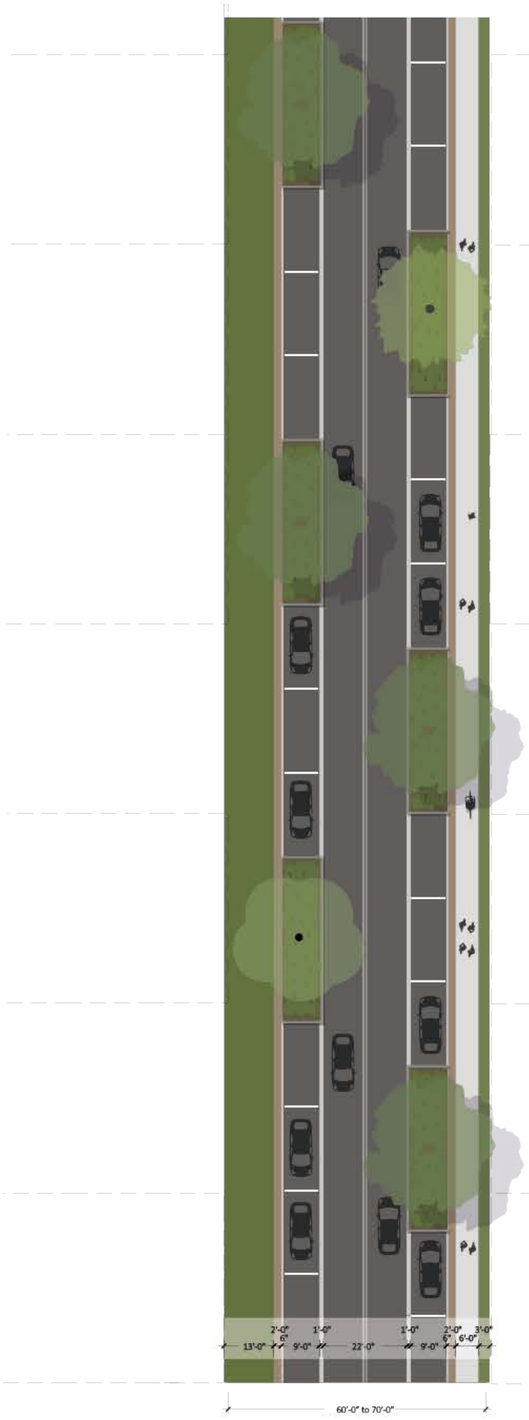


TYPOLOGY KEY





Option A: Parking Optional



Option B: Parking Optional

0' 20' 40' 80'
Plan Scale

Minor Collector (60’ or 70’ ROW)

Transect Typologies: Deering Park Innovation Center

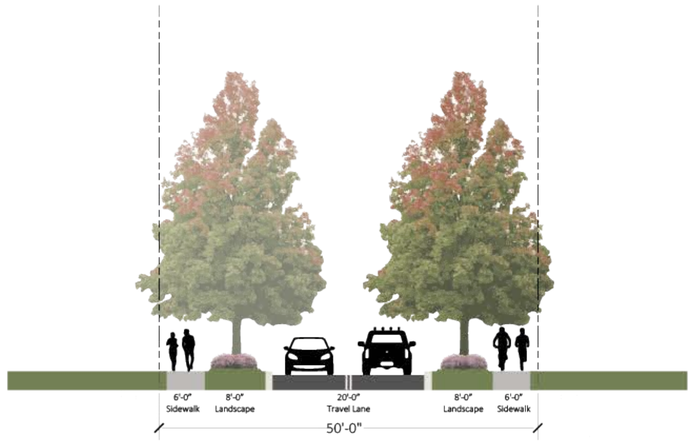
ML+H Project 19.19.10
April 16, 2024

2

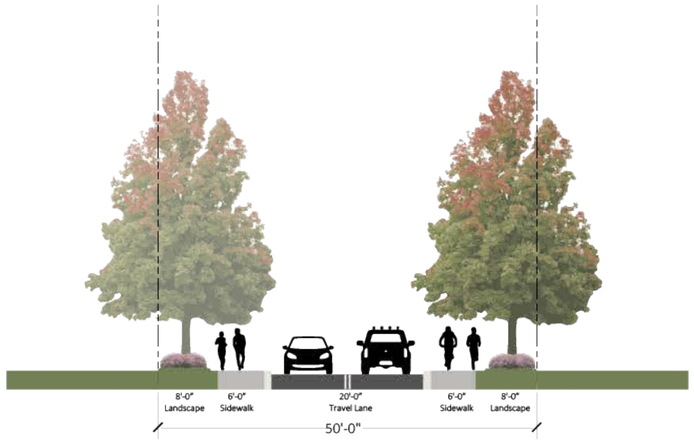


TYPOLOGY KEY

SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE

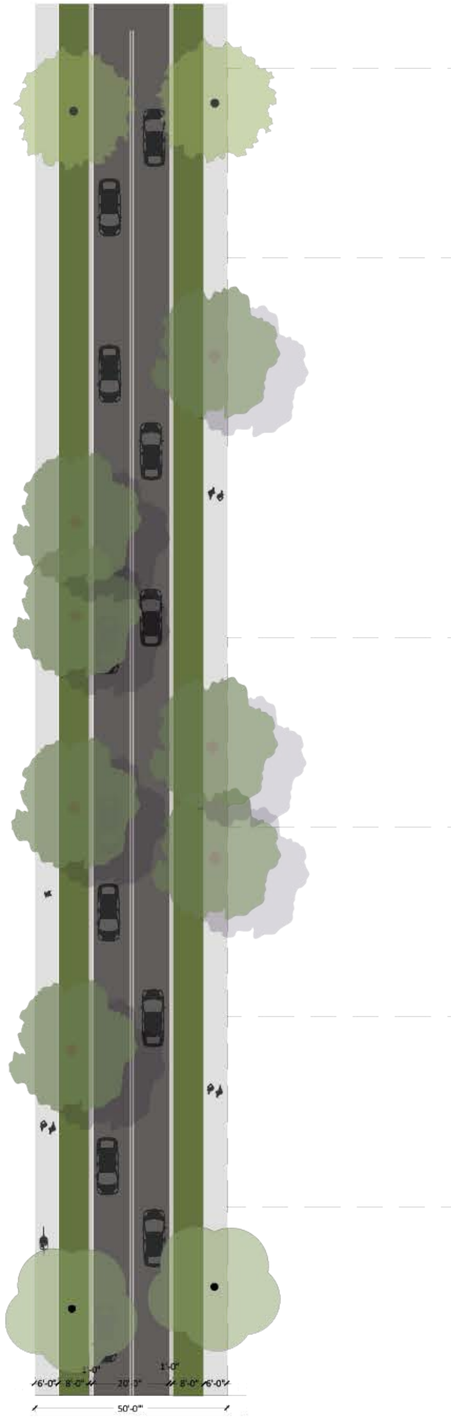


Option A



Option B





Option A



Option B



Neighborhood Higher Density Zones (50' ROW)

Transect Typologies: Deering Park Innovation Center

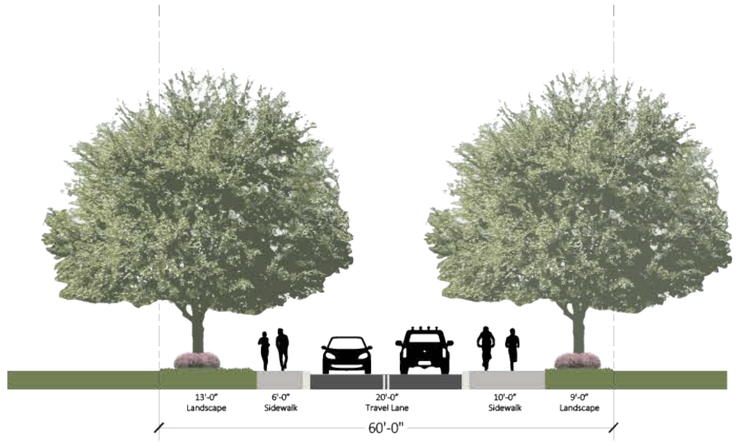
ML+H Project 19.19.4

November 10, 2020

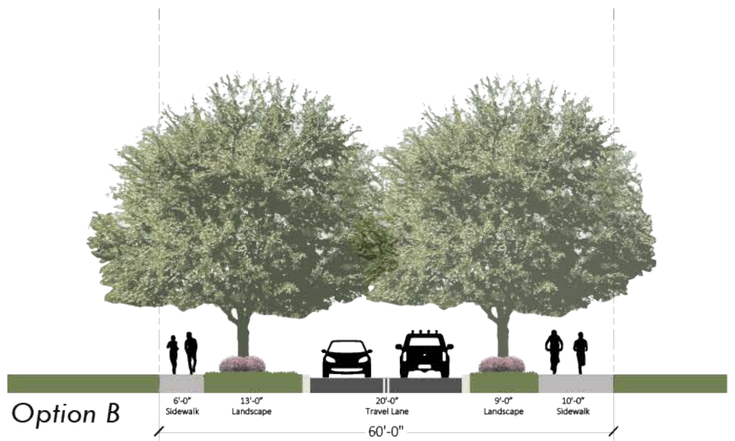
3



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



Option A



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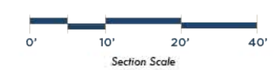
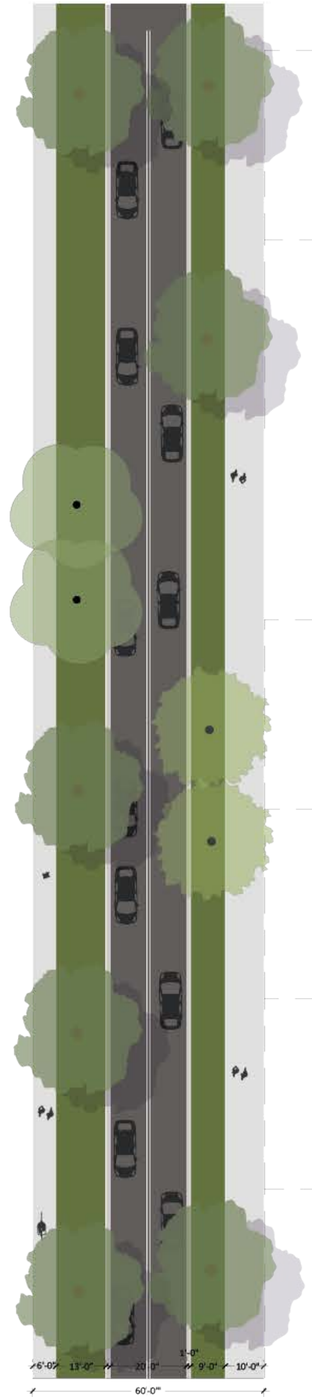


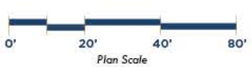
Section Scale



Option A



Option B



Plan Scale

Neighborhood Higher Density Zones No Street Parking (60' ROW)

Transect Typologies: Deering Park Innovation Center

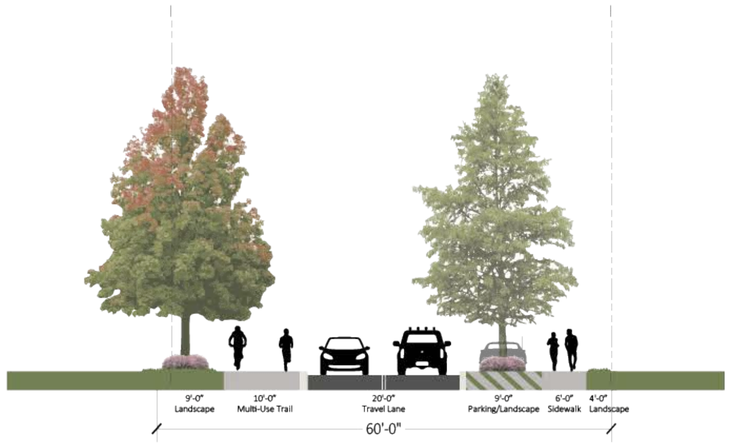
ML+H Project 19.19.10
April 16, 2024

4

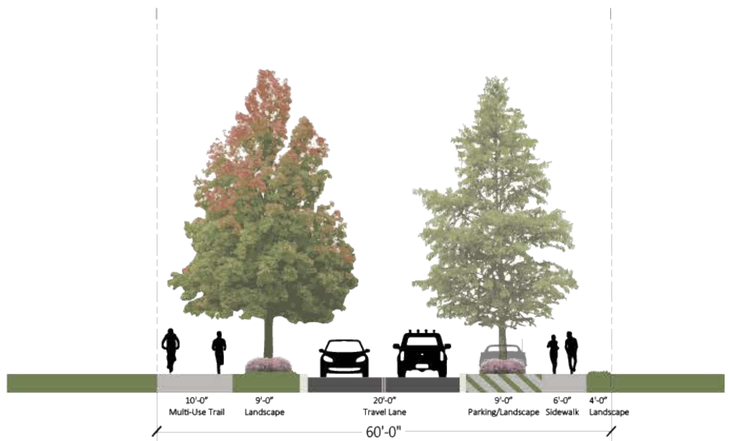


TYPOLOGY KEY

SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE

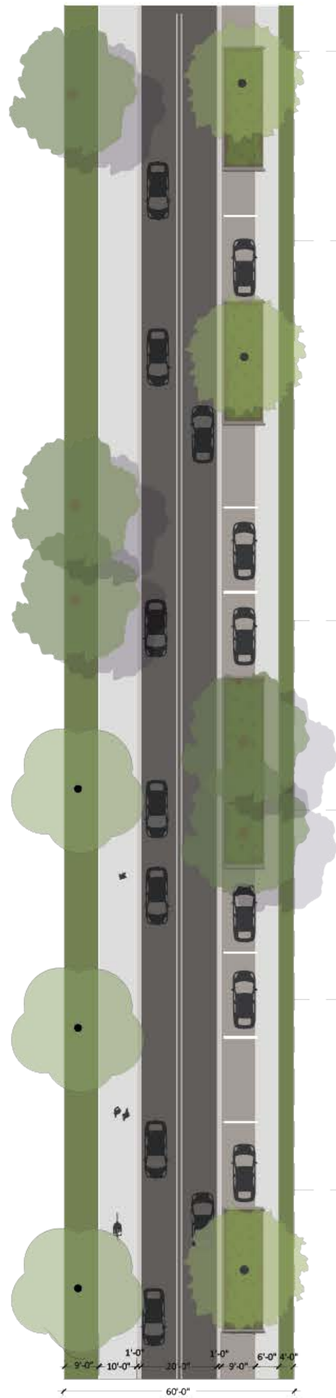


Option A



Option B





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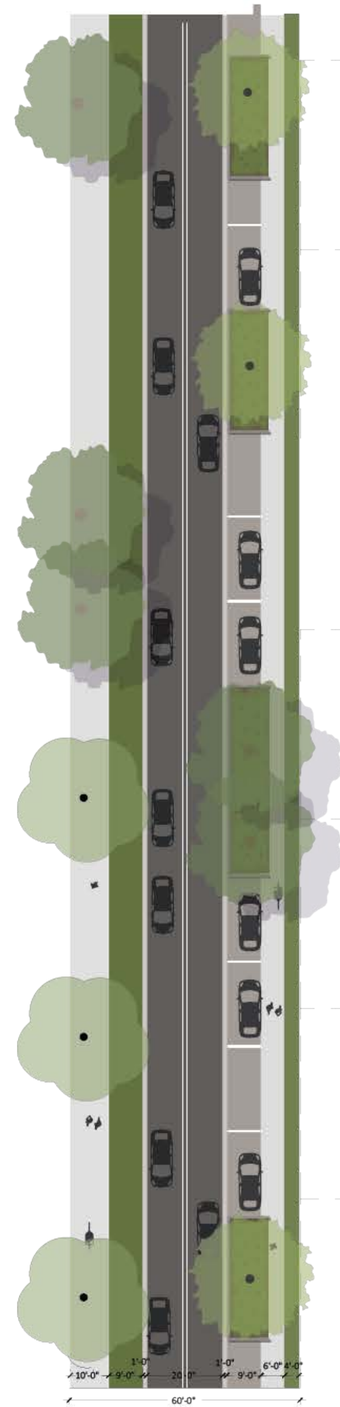
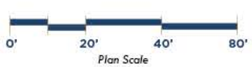


Option B



Neighborhood Higher Density Zones

Transect Typologies: Deering Park Innovation Center

Street Parking, 1 side (60' ROW)

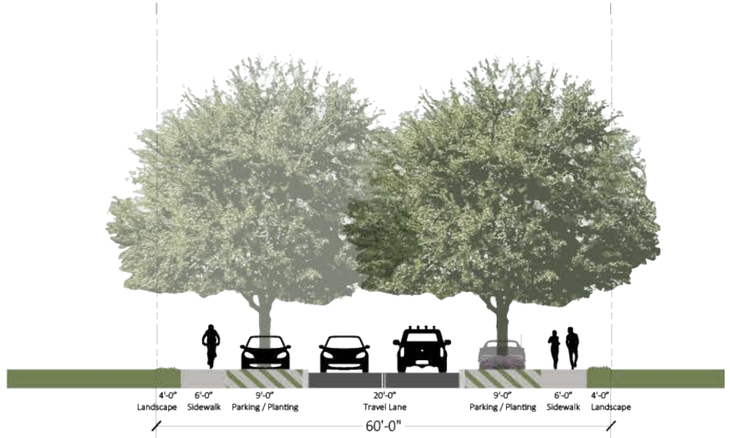
ML+H Project 19.19.10

April 16, 2024

5



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



Option could have on street parking on both sides.



Section Scale





Plan Scale

Neighborhood Higher Density Zones

Street Parking, both sides (60' ROW)

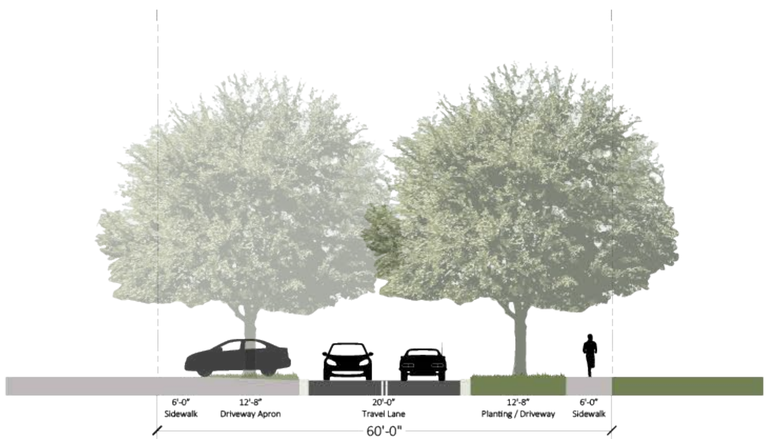
Transect Typologies: Deering Park Innovation Center

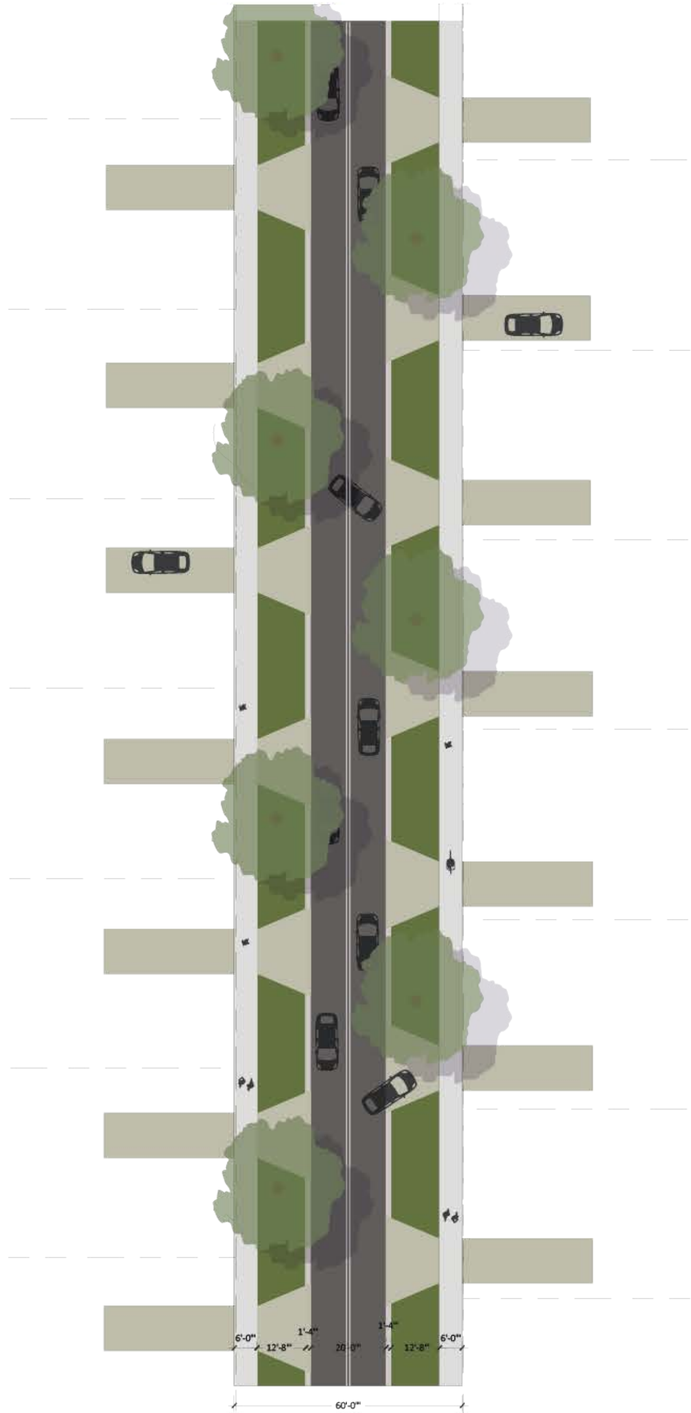
ML+H Project 19.19.10
April 16, 2024

6



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE





Neighborhood Lower Densities (60' ROW)

Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10
April 16, 2024

EXHIBIT E: DESIGN GUIDELINES

DESIGN GUIDELINES These design guidelines provide information to assist with developing subdivision plats and site plans for the creation of the authentic Deering Park Innovation Center community, along with Exhibit "F" – Illustrative Examples of Community Features, which consist of photographs of various conditions and features. They are designed to provide guidance only and not to represent exact requirements.

1. . Build-to Lines:
    a. Buildings shall be positioned on lots to emphasize and enhance the public realm within the rights-of-way by providing building setbacks and build-to lines. Buildings shall not cause sight distance conflicts at intersections of roadways or alley ways. Setbacks and build-to lines which encourage the use of alleyways and/or front porches are highly recommended.
    b. Setbacks shall be established for residential and non-residential uses as described in the PUD Districts. Variations in setbacks/build-to lines along roadways shall be encouraged to provide visual relief while promoting front-porch communities and walkability.
    c. Elements such as stoops and stairs may encroach into the front setback and build-to lines.
2. Lighting: Outdoor lighting requirements shall be designed to direct lighting downward in accordance with dark skies techniques in order to reduce light pollution. Specific lighting types, fixtures, illumination times, energy efficiency and intensities shall be addressed in subdivision plats and site plans for each phase.
3. Walkability:
    a. The interconnected network of local streets shall be designed at lower speeds (25 mph or less) as an amenity to pedestrians and cyclists. On-street bicycle and low speed vehicles including golf carts shall be permitted on local streets but not collectors.
    b. Safely lit sidewalks with physical separation from adjacent roadways (via curbing or otherwise adequate spatial separation) shall be provided to encourage night-time use.
    c. Woonerfs, or streets designed to be shared with pedestrians, shall also be encouraged in appropriate locations in the design of neighborhoods.
    d. In all residential areas, the planting of street trees shall be required to provide shade over time and promote pedestrian activity, recognizing that these street trees cannot cause impacts to sidewalks, underground utilities or streets and must be placed in appropriate locations.
4. Block Size:
    a. Other than to preserve natural resources or accommodate large employers, block sizes should not exceed 1400 ft. maximum length.
    b. Blocks may be larger and the roads irregular to accommodate natural conditions and large employers, but the intent is to provide connectivity to improve circulation.

c. The intent of the project is to have diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a “cookie cutter” subdivision with identical homes in a row and to provide for diverse housing options throughout the community.

5. Parking Locations (on- and off-street):
    a. Off-street parking requirements shall be in accordance with the City of New Smyrna Beach Land Development Regulations, as amended by this PUD Agreement, which incorporate maximum parking space requirements in addition to minimum parking provisions. Shared parking is also encouraged to reduce the amount of parking. Golf cart and bicycle parking shall also be provided in all non-residential areas.
    b. Off-street parking must accommodate sidewalks and pedestrian safety between the principal building entrance(s) and the street right-of-way. Off- street parking shall not be permitted between the principal building and the right-of-way, if parked vehicles are likely to obstruct sidewalks or create sight distance problems at intersections. Parking plans must be approved as part of the subdivision plat or site plan.
    c. Parking for electric vehicles - Off-street and on-street parking spaces reserved for electrical vehicles, augmented with charging stations, shall be encouraged.
    d. Temporary event or overflow parking for non-residential uses shall be allowed on level grass lots or other non-paved surfaces. Such parking is specifically not allowed within Swale or Dry Stormwater Retention Areas.
    e. Off-street parking for non-residential uses is encouraged to locate a minimum of 50% of such parking in the rear of primary structures. Parking in the front of primary structures may be appropriate on a caseby-case basis as part of an overall site plan and landscape buffer review.
    f. All ADU’s shall provide for one (1) additional parking space, on the lot, above the principal unit’s required parking count.
    g. Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. The calculation for the average of 4 spaces per single-family home and 3 spaces per multi-family home shall include garage spaces, and the residential units that have one car garage spaces or smaller homes with one bedroom, and on street parking specifically permitted and identified for resident parking.
    h. Parking along residential streets shall be specifically prohibited unless parking spaces are specifically designated within widened street areas.
    i. Although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.
6. Non-Residential Building Entrances:
    a. Main entrances should be oriented toward the street or streets.
    b. Although the main aesthetic emphasis shall be on the primary facade(s), all building elevations shall receive architectural treatment. The style of windows shall remain uniform on all sides of the building.

c. Primary entrances shall have either a protruding or raised roof, a stoop, a projection or recession in the building footprint a minimum of three feet (3') in depth that clearly identifies the entrance.
d. In addition, every primary entrance shall have two (2) other distinguishing features from the list below: i. Variation in roof height around door; ii. Canopy or portico; iii. Raised cornice or parapet over door; iv. Arches or columns; v. Patterned specialty paving at entrance and along walkway; vi. Ornamental and structural architectural details other than cornices over or on the sides of the door; or vii. Any other treatment, which, in the opinion of the City, meets the intent of this section.

7. Public Space Standards/Streets/Squares/Transit/Bikes:
    a. A transit route is not anticipated within the development until the extension of Williamson Boulevard is constructed. Until that time, the landowner will coordinate with Votran on an annual basis to determine if any routes will be located within ¼ mile of the project. Transit availability and potential bus shelters/stops shall be coordinated with Votran and will be addressed at the subdivision plat or site plan process for each phase.
    b. Roadway design shall encourage bicycle and pedestrian mobility options and shall also be designed to support rubber-tire transit and autonomous vehicle opportunities.
    c. Use of low-speed vehicles, as defined by Florida Statutes, shall be permitted on local streets and may be permitted on multi-use paths provided they conform with the standards for such paths.
    d. Lots may front on a common open space such as a mew (park area in front of homes), which is served by an alley, or on a Housing Court, without an alley.
    e. Up to six lots may be accessed by a commonly held easement drive that is un-gated and designed to permit fire access.
    f. Up to 12 lots may front on a common open space such as a mew without access to an alley as part of a pocket neighborhood, clustered groups of neighboring houses, villas, townhouses or apartments gathered around a shared open space, with a common fire access plan.
    g. Roadways should be interconnected as much as possible while keeping in mind the need to preserve or reduce impacts on natural resources.
    h. Parks shall incorporate bicycle and pedestrian amenities as appropriate, such as bike racks, benches, shade and water fountains. Any potential bus shelters/stops shall be coordinated with Votran during the subdivision plat and site plan approval process.
8. Provisions for Shade:
    a. a. Landscaping plans, including street trees, shrubs and groundcover shall be addressed during the subdivision plat and site plan approval process to provide shade for pedestrians and create the Deering Park Innovation Park experience.
    b. For non-residential uses, designs shall encourage pedestrian shade areas and may

include provisions for shade trees to be planted or shade structures to be erected
c. along major pedestrian routes on site and main entrances of buildings on the same site.

















F | Illustrative Examples of Community Features

Town Square Conceptual Character

ML+H Project 19.19.4
November 23, 2020

ML+H

















F | Illustrative Examples of Community Features

Roadways, Pathways + Natural Buffering

ML+H Project 19.19.4
November 23, 2020

ML+H

















F | Illustrative Examples of Community Features

Architectural Style & Character

ML+H Project 19.19.4
November 23, 2020

ML+H

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

HOUSING AUTHORITY - APPOINTMENT: CONSIDER THE APPOINTMENT OF ONE (1) CITIZEN TO SERVE AN UNFILLED FOUR-YEAR TERM, EXPIRING ON AUGUST 31, 2027.

April 22, 2025

Background:

The Housing Authority is composed of five members who must be residents of the City. The Housing Authority prepares, carries out, acquires, leases and operates housing projects to ensure safe and sanitary living accommodations for persons of low income, in accordance with Florida Statutes.

Findings:

Rosemary Walker has resigned from the Housing Authority after serving four terms. The City Clerk's Office has received four applications for your review and consideration to appoint a citizen to serve an unfilled four-year term, set to expire on August 31, 2027. The applicants are:

- Elizabeth Bell
- Deborah Denys
- Jennifer Beth Devine
- Nelson B. McDonald

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Cooperation Agreement.pdf
by laws nsbha.pdf
Elizabeth Bell.pdf
Deborah Denys.pdf
Jennifer Devine.pdf
Anterrius Jackson.pdf
Nelson McDonald.pdf

COOPERATION AGREEMENT

This Agreement entered into this 8th day of January, 1951, by and between THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA (herein called the "Local Authority") and CITY OF NEW SMYRNA BEACH, FLORIDA (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

   (a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949 for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies.

   (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

   (c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

   (d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and shall endeavor to develop and administer one or more Projects. The obligations of the parties hereto shall apply only to Projects

aggregating not more than 300 units of low-rent housing. The Project or Projects shall be located within the corporate limits of the Municipality.

3. (a) Under the constitution and statutes of the State of Florida, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of

initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Munici-

pality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF NEW SMYRNA BEACH, FLORIDA

By _____
Mayor

Attest:

Mary M. Hill
City Clerk

THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA

By H. E. Blommelly
Chairman

Attest:

Fred Lynch
Secretary-Treasurer

The within and foregoing Agreement is approved as to form and correctness this 8th day of January, 1951.

_____
City Attorney of the City of New Smyrna Beach, Florida.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, ENTITLED

A RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY IN THE CITY OF NEW SMYRNA BEACH FLORIDA

WHEREAS - The City Commission of the City of New Smyrna Beach, Florida, deems it to the best interests of the citizens of New Smyrna Beach, Florida, that the City of New Smyrna Beach, avail itself of the benefits of the Housing Authority Law of the State of Florida;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, IN REGULAR MEETING ASSEMBLED THIS 28TH DAY OF AUGUST, A.D. 1950:

Section 1. That unsanitary and unsafe inhabited dwelling accommodations exist in the City of New Smyrna Beach, Florida.

Section 2. That there is a shortage of safe and sanitary dwelling accommodations in the City of New Smyrna Beach, Florida, available to families of low income at rentals they can afford.

Section 3. That there is a need for a Housing Authority in the City of New Smyrna Beach, Florida, as defined and set forth in the Housing Authority Law of the State of Florida.

Section 4. That this Resolution shall take effect immediately upon its adoption.

s/ E. E. ALTMAN,
Mayor-Commissioner.

ATTEST:
CITY CORPORATE SEAL.
s/ Mary M. Hill,
City Clerk

Adopted August 28, 1950.

I, Mary M. Hill, City Clerk of the City of New Smyrna Beach, Florida, DO HEREBY CERTIFY, that the within and foregoing resolution entitled "A RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY IN THE CITY OF NEW SMYRNA BEACH FLORIDA" is a true and correct copy of the original thereof appears from the official records in my office and of which I am the legal custodian. I DO FURTHER CERTIFY, that the abovesaid Resolution was duly adopted by the City Commission of the City of New Smyrna Beach, Florida, at its regular meeting held on August 28th, 1950.

IN WITNESS WHEREOF I hereunto set my hand and affix the corporate seal of the City of New Smyrna Beach, Florida, this 11th day of September, A. D. 1950

Mary M. Hill

CORPORATE SEAL

MARY M. HILL, - City Clerk of the City of New Smyrna Beach, Florida.

CERTIFICATE OF APPOINTMENT OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AND DESIGNATION OF THE FIRST CHAIRMAN.

KNOW YE, That pursuant to the provisions of the Laws of the State of Florida, popularly known as the "Housing Authorities Law", the same being Section 421 of the Florida Statutes Annotated, and by virtue of my office as Mayor of the City of New Smyrna Beach, Florida, I DO HEREBY APPOINT the five (5) persons hereinafter named to serve as Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, and to serve for the number of years appearing after their names, respectively, from the 1st day of September, A. D. 1950.

H. E. Donnelly - Four Years
W. K. Sapp - Four Years
Fred Lynch - Three Years
A. L. Pruitt - Two Years
J. E. Lucas - One Year,

AND I DO HEREBY designate Mr. H. E. Donnelly as the first Chairman of the Housing Authority of the City of New Smyrna Beach, Florida.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of New Smyrna Beach, Florida, and caused the official Corporate Seal of the said City of New Smyrna Beach, Florida, to be attached hereto this 1st day of September, A. D. 1950.

s/ E. E. ALTMAN,
Mayor.

ATTEST:
CORPORATE SEAL
s/ MARY M. HILL,
City Clerk.

I, Mary M. Hill, as City Clerk of the City of New Smyrna Beach, Florida, DO HEREBY CERTIFY, that the within and foregoing certificate of appointment, is a true and correct copy of the original thereof, as the same appears from the official records of the City of New Smyrna Beach, Florida, in my office and of which I am the legal custodian. I DO FURTHER CERTIFY, that the abovesaid certificate was filed in my office on September 1st, 1950, by the Mayor of the City of New Smyrna Beach, Florida as is required by and pursuant to law.

IN WITNESS WHEREOF I hereunto set my hand and affix the corporate seal of the City of New Smyrna Beach, Florida, this 11th day of September, A. D. 1950.

CORPORATE SEAL

Mary M. Hill
MARY M. HILL, - City Clerk of the City of New Smyrna Beach, Florida.

MINUTES OF THE ORGANIZATION MEETING OF THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, HELD AT 8 O'CLOCK P.M. ON FRIDAY, SEPTEMBER 15TH, 1950, AT THE CITY HALL OF THE CITY OF NEW SMYRNA BEACH, FLORIDA.

For the purpose of organizing, a meeting of The Housing Authority of the City of New Smyrna Beach, Florida, was held on the 15th day of September, 1950, at 8 o'clock P.M. at the City Hall of the City of New Smyrna Beach, Florida, located on Sams Avenue in said City. All of the members of the Authority were present, as follows:

Mr. H. E. Donnelly, Chairman,
Mr. J. E. Lucas,
Mr. W. K. Sapp,
Mr. Fred Lynch,
Mr. A. L. Pruitt.

Commissioner Donnelly, Chairman of the Authority, presided and Commissioner Fred Lynch was appointed Secretary of the meeting and kept the minutes.

The Secretary read the call of the meeting, which was ordered spread in full upon the minutes, as follows:

"CALL OF MEETING

New Smyrna Beach, Florida,

September 13th, 1950.

TO: Mr. J. E. Lucas,
Mr. W. K. Sapp,
Mr. Fred Lynch,
Mr. A. L. Pruitt.

You and each of you are hereby notified that I have called a meeting of the Housing Authority of the City of New Smyrna Beach, Florida, to be held at the City Hall of the City of New Smyrna Beach, Florida, on Sams Avenue in said City, at the hour of 8 o'clock P.M., Eastern Standard Time on the 15th day of September, 1950, for the purpose of organizing the said Housing Authority, a-dopting by-laws and a seal therefor, electing officers, and to take such other action concerning the organizing of said Housing Authority as the Members thereof may determine.

(signed) H. E. DONNELLY,
Chairman.

CONSENT TO MEETING

We, the undersigned Commissioners of The Housing Authority of the City of New Smyrna Beach, Florida, do hereby accept service of the foregoing Call of Meeting, waiving any and all irregularities in such service and such call, and consent and agree that the said Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, shall meet at the time and place therein mentioned, and for

the purposes therein stated.

Signed at New Smyrna Beach, Florida, this 13th day of September, 1950.

(signed) Fred Lynch,
(signed) A.L.Pruitt,
(signed) J. E. Lucas,
(signed) W. K. Sapp."

There were presented to the meeting certified copies of the Resolution of the City of New Smyrna Beach, Florida, creating the Authority and the certified copy of the certificate of appointment by the Mayor of the City of New Smyrna Beach, Florida, of the different members of the Authority, duly verified, showing the names, dates of appointment and the times of the commencement and the end of the terms of office; the said certificate of appointment also shows that H. E. Donnelly was designated to serve for four (4) years as the first Chairman of the Authority. The Chairman directed that these several copies be attached to the minutes of this meeting. It also appeared from the statement of the different Commissioners of the Authority that each Commissioner had taken the oath of office and duly accepted the appointment, and the following Commissioners filed their respective oaths of office, H. E. Donnelly, Fred Lynch, A. L. Pruitt, J. E. Lucas and W. K. Sapp. The Chairman directed that these oaths of office be likewise attached to the minutes of this meeting.

It then appearing that there were present all of the Commissioners of The Housing Authority of the City of New Smyrna Beach, Florida, so appointed, the following resolution was then introduced by Commissioner Lucas, read in full by the Secretary, and considered:

"RESOLUTION NO. 1
RESOLVED, that The Housing Authority of the City of New Smyrna Beach, Florida, be and it hereby is organized pursuant to the provisions of Section 421 Florida Statutes Annotated, and is now authorized to transact business and exercise its functions in its area of operation as defined in said law"

After discussion of Resolution No. 1, Commissioner Lucas moved, seconded by Commissioner Sapp, that Resolution No. 1 be finally adopted as introduced and read. The question being put upon the final adoption of the said Resolution No. 1, the roll-call vote of the Authority resulted as follows: Yeas -Lynch, Pruitt, Lucas, Sapp, Donnelly. Nays: none. The Chairman declared the motion carried and the resolution finally adopted.

The following resolution was then introduced by Commissioner Sapp, read in full by the Secretary, and considered by the Authority:

"RESOLUTION NO. 2
BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:
That the following by-laws be and they are hereby adopted and approved as and for the by-laws of The Housing Authority of the City of New Smyrna Beach, Florida:

BY-LAWS OF THE HOUSING AUTHORITY
OF THE
CITY OF NEW SMYRNA BEACH, FLORIDA.

ARTICLE I - THE AUTHORITY.

Section 1. - Name of Authority. The name of the Authority shall be "The Housing Authority of the City of New Smyrna Beach, Florida."

Section 2. - Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. - Office of Authority. The office of the Authority shall be at the City Hall of the City of New Smyrna Beach, Florida, but the Authority may have offices at such other place or places as the Authority may from time to time designate by resolution.

ARTICLE II - O F F I C E R S.

Section 1. - Officers. The officers of the Authority shall be a Chairman, a Vice Chairman and a Secretary-Treasurer (who shall be Executive Director).

Section 2. - Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments made by the Authority. At each meeting, the Chairman shall submit such recommendations and information as he may consider proper concerning the business affairs and policies of the Authority.

Section 3. - Vice-Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall appoint a new Chairman.

Section 4. - Secretary-Treasurer. The Secretary-Treasurer shall keep the records of the Authority, shall act as secretary of the meetings of the Authority, and record all votes and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

He shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Secretary-Treasurer shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman. He shall keep regular books of account showing receipts and expenditures and shall render to the Authority, at each regular meeting (or oftener when requested), an account of his transactions

and also of the financial condition of the Authority. He shall give such bond for the faithful performance of his duties as the Authority may determine.

The compensation of the Secretary-Treasurer shall be determined by the Authority, provided that a temporary appointee selected from among the Commissioners of the Authority shall serve without compensation (other than the payment of necessary expenses).

Section 5. Executive Director. The Secretary-Treasurer shall be the Executive Director of the Authority and shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Authority. He shall be charged with the management of the housing projects of the Authority.

Section 6. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 7. Election or Appointment. The Chairman and Vice Chairman shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified; provided, that the first Chairman of the Authority designated by the Mayor of the City of New Smyrna Beach, Florida, shall hold office as Chairman for the length of his initial term as Commissioner of the Authority unless otherwise indicated by said Mayor in his designation of the First Chairman.

The Secretary-Treasurer shall be appointed by the Authority. Any person appointed to fill the office of Secretary-Treasurer, or any vacancy therein, shall have such term as the Authority fixes, but no Commissioner of the Authority shall be eligible to this office except as a temporary appointee.

Section 8. Vacancies. Should the offices of Chairman or Vice-Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary-Treasurer becomes vacant the Authority shall appoint a successor, as aforesaid.

Section 9. Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by Chapter or Section 421 Florida Statutes Annotated, and all other laws of the State of Florida, applicable thereto. The selection and compensation of such personnel (including the Secretary-Treasurer), shall be determined by the Authority subject to the Laws of the State of Florida.

ARTICLE III. MEETINGS

Section 1. Annual Meeting. The annual meeting of the Authority shall be held on the 15th day of September at 8 o'clock P.M. at the regular meeting place of the Authority. In the event such date shall fall on a

Sunday or a legal holiday, the annual meeting shall be held on the next succeeding secular day.

Section 2. Regular Meetings. Regular meetings may be held without notice at such times and places as may from time to time be determined by resolutions of the Authority.

Section 3. Special Meetings. The Chairman of the Authority may, when he deems it expedient, and shall, upon the written request of two members of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Authority or may be mailed to the business or home address of each member of the Authority at least two days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Authority are present at a special meeting any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Authority a majority of the members of the Authority shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until a quorum is obtained.

Section 5. Order of Business. At the regular meeting of the Authority the following shall be the order of business:

1. Roll Call
2. Reading and approval of the minutes of the previous meeting.
3. Bills and communications.
4. Report of the Secretary-Treasurer.
5. Reports of Committees.
6. Unfinished business.
7. New Business.
8. Adjournment.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting.

ARTICLE IV. AMENDMENTS.

Section 1. Amendments to By-Laws. The by-laws of the Authority shall be amended only with the approval of at least three of the members of the Authority at a regular or special meeting, but no such amendment shall be adopted unless at least seven days written notice thereof has been previously given to all of the members of the Authority.

* * * * * * * * * * * *

After discussion of Resolution No. 2, Commissioner Sapp moved, seconded by Commissioner Pruitt, that said Resolution No. 2 be finally adopted as introduced and read. The question being put on final adoption a roll call vote was had and resulted as follows:

Yeas: Commissioners Donnelly, Lynch, Pruitt, Lucas and Sapp.

Nays: None.

Whereupon the Chairman declared the motion to adopt Resolution No. 2, carried and the resolution finally adopted.

The form of a corporate seal was then submitted to the meeting and the following resolution was then introduced by Commissioner Sapp, read in full by the Secretary and considered by the Authority:

"RESOLUTION NO. 3,

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

That the form of the corporate seal submitted to this meeting, be and the same is hereby adopted as the seal of this Authority and the acting-Secretary of this Authority be and he is hereby directed and authorized to imprint said seal on the margin of the minutes of this meeting and opposite this resolution.

That the Secretary-Treasurer or acting-Secretary be and is hereby authorized to affix the seal of the authority in and to all appropriate papers and documents."

After discussion of the resolution, Commissioner Sapp moved, seconded by Commissioner Lucas that Resolution No. 3 be finally adopted as introduced and read and the question of such adoption being put, a roll call vote of the Authority resulted as follows:

Yeas Commissioners Donnelly, Lynch, Pruitt, Lucas and Sapp.

Nays - None.

Whereupon the Chairman declared the motion to adopt carried and Resolution No. 3 was adopted as introduced and read.

The Chairman then announced that it was in order to elect the officers of the Authority to serve until the next annual meeting or until their successors are chosen and qualify in their stead.

Commissioner W. K. Sapp having been nominated for the office of Vice-Chairman, and there being no further nominations, it was duly moved by Commissioner Pruitt, seconded by Commissioner Lucas, that the nominations for the office of Vice-Chairman be closed and that the unanimous vote of the Authority be cast for Commissioner W.K.Sapp for the office of Vice-Chairman. A roll call vote being had on said motion, resulted as follows, Yeas - Donnelly, Lynch, Pruitt, Lucas. Nays - none. Not voting - Sapp. The Chairman then declared the motion to be duly carried and Commissioner W.K.Sapp duly elected to the office of Vice Chairman.

It was determined by the Authority, after discussion, that the office of Secretary-Treasurer should not be permanently filled for the present. It was thereupon determined to appoint one of the Commissioners of the Authority to serve as Secretary Treasurer in a temporary capacity, pending the appointment of a permanent Secretary-Treasurer, such temporary Secretary-Treasurer to serve without compensation, other than the payment of his necessary expenses.

Commissioner Fred Lynch having been nominated for the office of temporary Secretary-Treasurer and there being no further nominations, it was duly moved by Commissioner Lucas, seconded by Commissioner Pruitt, that the nominations for the office of temporary Secretary Treasurer, be closed and that the unanimous vote of the Authority be cast for Commissioner Fred Lynch for the office of temporary Secretary-Treasurer. A roll call vote being had on said motion resulted as follows: Yeas - Donnelly, Lynch, Pruitt, Lucas and Sapp. Nays - none. The Chairman declared the motion to be duly carried and Commissioner Fred Lynch to be duly elected to the office of temporary Secretary Treasurer of the Authority.

It was unanimously agreed by the members of the Authority that the Chairman should cast the unanimous vote of those present for the offices to which they had been nominated, and Chairman Donnelly did then cast the vote of the Authority for W. K. Sapp as Vice-Chairman and for Fred Lynch as temporary Secretary-Treasurer, whereupon the said nominees did officially assume the duties of their respective offices.

A discussion was had by the members of the Authority about the time and place of their regular meeting, and the following Resolution was introduced by Commissioner Pruitt, read by the Secretary in full and considered by the Authority:

"RESOLUTION No. 4
BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

That the members of the Housing Authority of the City of New Smyrna Beach, Florida, shall hereafter meet regularly once each month at the hour of 8 o'clock P.M. on the fourth Tuesday of each month"

After discussion of the above Resolution No. 4 by the Authority it was moved by Commissioner Pruitt, seconded by Commissioner Lucas that the said Resolution No. 4, be finally adopted as introduced and read. A roll call vote being had upon the motion to adopt, resulted as follows: Yeas - Donnelly, Lynch, Pruitt, Lucas, Sapp. Nays - None. Whereupon the Chairman declared the said Resolution No. 4 to be finally adopted.

The Chairman announced that the need for housing in the City of New Smyrna Beach, Florida, had been determined by the City Commission of said City and directed the Secretary-Treasurer to forward to the proper Federal Authorities a transcript of the proceedings thus far taken by the City and this Authority and to seek their help and advice in furtherance of low-cost housing for this area.

It was then moved by Commissioner Sapp that the meeting adjourn and said motion being seconded by Commissioner Pruitt, a roll call vote thereon resulted as follows. Yeas - Donnelly, Lynch, Pruitt, Lucas and Sapp. Nays - None.

H. E. Donnelly

H. E. Donnelly - Chairman

A T T E S T:

Fred Lynch

Fred Lynch,
Secretary-Treasurer.

CALL OF MEETING

New Smyrna Beach, Fla.,
September 13th, 1950.

TO: Mr. J. E. Lucas,
Mr. W. K. Sapp,
Mr. Fred Lynch,
Mr. A.L.Pruitt.

You and each of you are hereby notified that I have called a meeting of the Housing Authority of the City of New Smyrna Beach, Florida, to be held at the City Hall of the City of New Smyrna Beach, Florida, on Sams Avenue in said City, at the hour of 8 o'clock P.M., Eastern Standard Time on the 15th day of September, 1950, for the purpose of organizing the said Housing Authority, adopting by-laws and a seal therefor, electing officers, and to take such other action concerning the organizing of said Housing Authority as the Members thereof may determine.

H. E. Donnelly.
H. E. Donnelly,
Chairman.

CONSENT TO MEETING.

We, the undersigned Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, do hereby accept service of the foregoing Call of Meeting, waiving any and all irregularities in such service and such call, and consent and agree that the said Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, shall meet at the time and place therein mentioned, and for the purposes therein stated.

Signed at New Smyrna Beach, Florida, this 13th day of September, 1950.

Fred Lynch
Fred Lynch

A. L. Pruitt
A. L. Pruitt

J. E. Lucas
J. E. Lucas

W. K. Sapp
W. K. Sapp.

Boards & Commissions Application

Profile

Elizabeth
First Name

Bell
Last Name

meander1@mindspring.com
Email Address

2224 Deerwood Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 689-9117
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

24years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Bishop Kenny/Technical High Jacksonville, Florida

College(s)

University of South Florida

Degrees held

Bachelor’s in Interdisciplinary Studies, Master’s in Public Health

Upload a Resume

Work Experience

Orlando Regional Healthcare
Employer

Director of Community Health Improvement
Job Title

Please describe your work experience, if any.

Above is one position from a long career in healthcare, social services, county government and journalism. I have printed copies of my resume but unfortunately not one on computer.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Served previously on Neighborhood Council

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am a longtime New Smryna, having lived here since 2000. I am a native of Jacksonville and previously lived in Orlando, Haines City and Tampa. For a number of years I worked in healthcare, social services and county government. I believe one should take part in the community in which one lives. I know I could make a positive contribution to the Housing Board.

References

Name of Reference #1

Louis Ginocchio

Address of Reference #1

420 Shorewood Ln New Smyrna Beach 32168

Telephone Number of Reference #1

914-388-2204

Email address of reference #1

Louisginocchio69@gmail.com

Nature of your relationship (business/personal).

Personal - neighbor and friend for 15+ years

Name of Reference #2

Susan Green

Address of Reference #2

2271 Candlewood

Telephone Number of Reference #2

386-689-1841

Email Address of Reference #2

Doodlegreen@icloud.com

Nature of your relationship (business/personal).

Personal - friend for five years

Name of Reference #3

Maura LeCroy

Address of Reference #3

7113 Tonga Dr Jacksonville, Florida 32216

Telephone Number of Reference #3

813-361-8642

Email address of Reference #3

Mauralecroy@aol.com

Nature of your relationship (business/personal).

Personal - friend for more than 30 years

Boards & Commissions Application

Profile

Deborah
First Name

Denys
Last Name

ddenys@cfl.rr.com
Email Address

2505 Cone Lake Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 451-5260
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

35 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Bishop Luers

College(s)

Purdue,

Degrees held

BS Business Administration and Management

Deborah_Denys_Bio_3-6-25.docx
Upload a Resume

Work Experience

Weichert Realtors
Employer

Realtor
Job Title

Please describe your work experience, if any.

Licensed National Security Dealer, Licensed Life and Health Agent, Realtor

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

• Florida Communities Trust Board Member - Appointed by Governor Ron DeSantis • Board Member of Burns Sci Tech Charter School • Volusia County School Board Member 1994 - 1998 • Volusia County Council Member 2012 - 2020 • C0-Founder Crystal Apple Awards! Community is so important to our quality of life! 30 years ago I recognized the need to recognize and honor our teachers within our business community, and the Crystal Apple Awards was born. It's an honor every year for the last 30 years to host and sponsor this event through the Southeast Volusia Chamber of Commerce. • Habitat for Humanity Board Member • Guardian ad Litem for 7th Judicial Circuit • Licensed Therapeutic Foster Parents for Children's Home Society • Board Member Southeast Volusia Chamber of Commerce • Chair Education Committee Southeast Volusia Chamber of Commerce • Chair Early Learning Coalition of Flagler & Volusia Counties. Appointed by Governor's Jeb Bush & Charlie Crist

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested and committed to our community. I bring a wide variety of skill sets and contacts as well as being able to connect with influencers at city, county and state level.

References

Name of Reference #1 (Please do not list current elected officials)

Judy Reiker

Address of Reference #1

464 Bouchelle, Unit 304 New Smyrna Beach, FL. 32168

Telephone Number of Reference #1

386-689-5531

Email address of reference #1

judy.reiker@outlook.com

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #2 (Please do not list current elected officials)

John Vazquez

Address of Reference #2

248 Golf Club Dr. New Smyrna Beach, FL. 32168

Telephone Number of Reference #2

386-314-1158

Email Address of Reference #2

JVBarb@aol.com

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #3 (Please do not list current elected officials)

Mike & Susan Hickson

Address of Reference #3

1785 Victorys Path Trail New Smyrna Beach, FL. 32168

Telephone Number of Reference #3

386-566-6012

Email address of Reference #3

givethanks7@gmail.com

Nature of your relationship (business/personal).

Personal & Business

Deborah Denys

My Experience

- Florida Communities Trust Board Member - Appointed by Governor Ron DeSantis
- Board Member of Burns Sci Tech Charter School
- Volusia County School Board Member 1994 - 1998
- Volusia County Council Member 2012 - 2020
- Chair Early Learning Coalition of Flagler & Volusia Counties. Appointed by Governor's Jeb Bush & Charlie Crist

My Credentials and Memberships

- 2020 FOCUS Award for outstanding achievement in the planning process.
- 2019 Citizen of the Year - Ongoing efforts to promote water quality investments and fulfill vision for thriving commercial & aviation industry.
- Chair River to Sea Transportation Organization - Facilitated 2045 Long Range Transportation Plan and coordinated locally and within the state and region. Integrated detailed and general community and stakeholder input. Identified multimodal, fiscally-constrained Cost Feasible Plan to enhance area's transportation network.
- 2017 - One of Top 30 Most Influential People in Volusia & Flagler County
- 2014 - One of Top 55 Most Influence People in Volusia & Flagler County
- Chair Central Florida Metropolitan Planning Organization Board of Directors. Encompassing 10 counties, 2 Department of Transportation Districts. 2017-2020
- Chair Indian River Lagoon National Estuary Program. Developed and successfully implemented 10 Comprehensive Conservation Management Plan. Encompasses 5 counties, 2 water management district, DEP & EP

My Community Involvement

- C0-Founder Crystal Apple Awards! Community is so important to our quality of life! 30 years ago I recognized the need to recognize and honor our teachers within our business community, and the Crystal Apple Awards was born. It's an honor every year for the last 30 years to host and sponsor this event through the Southeast Volusia Chamber of Commerce.
- Habitat for Humanity Board Member
- Guardian ad Litem for 7th Judicial Circuit
- Licensed Therapeutic Foster Parents for Children's Home Society
- Board Member Southeast Volusia Chamber of Commerce
- Chair Education Committee Southeast Volusia Chamber of Commerce

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Jennifer	Beth	Devine

jendev7@yahoo.com
Email Address

3205 Hill Street
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (650) 704-4590
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Baraboo, Wisconsin

College(s)

AZ State Univ, Uof Dallas, Purdue Global

Degrees held

Bachelor of Science, MBA; and JD.

Jennifer_Devine_Resume_City_of_New_Smyrna_Beach_-2.pdf
Upload a Resume

Work Experience

Not currently employed
Employer

Attorney
Job Title

Please describe your work experience, if any.

Licensed to practice law in California and Wisconsin . Experience in immigration, family, and civil matters. Extensive volunteer background to support local community, school, government, athletic, and church organizations in Texas, California,Wisconsin,and Brazil, Areas of expertise and/or experience include personnel management and Human Resources management, non-profit and school board memberships, grant writing, career counseling, resume building, housing assistance, advocating for those In need, referrals for mental health treatment and more. Decorated officer (U.S.Army) veteran who served in Saudi Arabia during first Gulf War.

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

Very limited - Patron of Images 2021 and 2022. Attended ACA Fundraiser in 2022 as well as events sponsored by Canal Street and Flagler Ave Business organizations. Attended my first State of City event last week. and attended a "Meet the Candidate" event for Valli Perrine. On the wait list to join Smyrna Yacht Club (Member of Milwaukee Yacht Club and Halifax Yacht Club currently) and plan to live/travel extensively on my boat next summer.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am excited to be living in New Smyrna Beach after 30+ years of visiting my husband's family who own condominiums here. Having moved around a lot, I am glad to finally put down roots and believe a role on a board or committee would be a great start to meet people and for me to serve others and give back. I am interested in any role for which there is a need and seems to be a good fit.

References

Name of Reference #1

Barbara Stoltz

Address of Reference #1

5300 S Atlantic Ave, Unit 9307 New Smyrna Beach FL 32169

Telephone Number of Reference #1

(314) 283-3557

Email address of reference #1

stolzsa@swbell.net

Nature of your relationship (business/personal).

Personal

Name of Reference #2

Gayle Hitchings Lane

Address of Reference #2

5300 S. Atlantic Ave #10503 New Smyrna Beach, FL 32169

Telephone Number of Reference #2

8136792088

Email Address of Reference #2

Redhotsis@yahoo.com

Nature of your relationship (business/personal).

Personal

Name of Reference #3

Jean Gillen

Address of Reference #3

914 S. Riverside Drive New Smyrna Beach, FL 32168

Telephone Number of Reference #3

3219470012

Email address of Reference #3

Jeangillen@yahoo.com

Nature of your relationship (business/personal).

Personal

Jennifer Devine
3205 Hill Street, New Smyrna Beach, FL, 32169; 650-704-4590 ; jendev7@yahoo.com

Summary

Licensed attorney in Wisconsin and California. A combat veteran with experience working and volunteering in government, including service as Asylum Officer for Department of Homeland Security. Worked in both large and small law firms and also served as Manager of Human Resources for the distribution center of a multinational corporation. Commitment to volunteerism with background and experience living in a variety of large and small towns inside and outside of the United States, which gives a wide appreciation for understanding and navigating cultural and personal differences. Focused on supporting the City of New Smyrna Beach staff and elected officials through active participation in boards/committees or any other manner which could add value to our beautiful city.

Experience

Associate Attorney

Milwaukee Justice Center, Milwaukee, WI (2019-2021)

Assisted in preparation of legal documents for family and civil matters in conjunction with Marquette Legal Clinic. Represented indigent clients in family matters including providing financial and career counseling.

Bruck Law Offices, Milwaukee, WI (2019-2020)

Traveled throughout Wisconsin representing local hospitals and medical providers.

Grzeca Law Group, Milwaukee, WI (2019)

Upon relocating, Partner gave notice on my first day of work and I was asked to take over all business immigration. After learning of the significant backlog of cases and lack of commitment to staffing, I also departed the firm.

Fragomen, Del Rey, Bernsen & Loewy, Santa Clara, CA (2018-2019)

Prepared petitions and applications on behalf of foreign national employees of leading high technology companies.

Asylum Officer, USCIS, San Francisco, CA (2017-2018)

Conducted interviews and orientations with Asylum seekers at DHS Federal Buildings in SF as well as in detention centers. Conducted background checks and assessed jurisdictional issues prior to interviews. Granted Top Secret Clearance (2018-2023)

Guardian ad Litem, Santa Clara, CA (2015 - 2017)

Independent Contractor for the County of Santa Clara Superior Court, assigned by judge to assist adult clients involved in family and dependency litigation. Participated with case workers, housing advocates, and other agencies to find housing, counseling programs, and other services for clients.

Substitute Teacher, Palo Alto Unified School District (2009–2013)

Sought after elementary and middle school substitute teacher in exemplary Palo Alto public schools.

Substitute Teacher, Southlake Independent School District (2005-2009)

Community and School Leader various locations (1996 - Present)

Served in various non-profit educational, community, and charitable organizations to support my three wonderful children who are now in their 20's and hold successful careers in Healthcare, Science, and Sales. Board positions at Bellarmine College Preparatory School (San Jose, CA), PTA's & PTO's in public schools in CA and TX, UFL and Pop Warner football leadership, USA Swimming, Boy Scouts, Girl Scouts, various debate and robotics Teams, Jr. League of South Brevard, The Cloisters HOA, YMCA, YWCA, Meals on Wheels, Altrusa, various churches, and more.

Human Resources Manager, Nokia Dallas, TX (1993-1996)
Responsible for all aspects of HR function including hiring, training, performance management, benefits, policies and procedures. One of first employees at global manufacturing and distribution center. Responsible for core Headquarters group: handling expatriate issues, relocation, immigration, and setting up U.S. compliance and regulatory procedures.

Human Resources Manager, Aon Dallas, TX (1991-1993)
Administrative and Human Resources support for disability insurance carrier and non-profit self insurance pool, serving clients of public entities throughout Texas. Responsible for hiring process, benefits administration, orientation, member services, proof-reading and approval of official documents, and a variety of office management tasks.

Captain, U.S. Army — Fort Hood, Texas (1989-1997)
Called to active service upon completion of ROTC program at Arizona State University, assigned to duty at Ft. Hood,TX. Served in Military Intelligence Battalion as Personnel and Logistics Officer. Decorated combat service, deployed to Saudi Arabia with the 82nd Airborne.

Education

Purdue Global/Concord Law School, Juris Doctor
University of Dallas, MBA
Arizona State University, BA, Political Science

Boards & Commissions Application

Profile

Anterrius
First Name

Jackson
Last Name

muttjackson@gmail.com
Email Address

319 Sheldon St
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (386) 316-7874
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

30yrs

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

New Smyrna Beach High School

College(s)

Degrees held

Upload a Resume

Work Experience

Southards Recycling
Employer

Driver
Job Title

Please describe your work experience, if any.

Mostly CSR and Professional Driver (Class A) license.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

CDBG

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Getting knowledge of how Boards work within the community. Thinking about running for House Representatives or something along the lines.

References

Name of Reference #1 (Please do not list current elected officials)

Carl Shedrick

Address of Reference #1

210 Washington st

Telephone Number of Reference #1

3866894668

Email address of reference #1

Nature of your relationship (business/personal).

Friend

Name of Reference #2 (Please do not list current elected officials)

Pastor Pete Carter

Address of Reference #2

615 Washington St

Telephone Number of Reference #2

3864020304

Email Address of Reference #2

Nature of your relationship (business/personal).

Pastor

Name of Reference #3 (Please do not list current elected officials)

James Jenkins

Address of Reference #3

1812 Queen Palm Dr

Telephone Number of Reference #3

3866899154

Email address of Reference #3

Nature of your relationship (business/personal).

Dad

Boards & Commissions Application

Profile

Nelson
First Name

Mcdonald
Last Name

nelson.mcdonald@gmail.com
Email Address

1331 Saxon Dr #177
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (202) 615-5540
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

two years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Cocoa Beach High

College(s)

BCC, UT Knoxville, Harvard, UCLA, MIT, DSC

Degrees held

AA Brevard Community College, Bachelor of Science in Accounting from University of Tennessee, Masters with Finance and control from Harvard's school of Education, CFP courses at UCLA, Artificial Intelligence course MIT 2019, currently enrolled at Daytona State College.

Nelson_McDonald_Resume_2_7_25_PDF_format.pdf
Upload a Resume

Work Experience

Plumbline Wealth / Plumbline Real Estate
Employer

Owner
Job Title

Please describe your work experience, if any.

Extensive real estate development of upscale master planned communities as owner, consultant, and employee in a wide variety of capacities from controller, sales and marketing director, project manager, senior VP, and President. I have overseen architectural control boards, property owner associations, builder programs, sales and marketing programs and all amenities for gated and master planned communities.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Rotary club of NSB. NSBBOR Board of Realtors, Home builders association of Atlanta, Scottish Rite Children's hospital, Atlanta GA. E3RC a 501c3 nonprofit as executive director.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Community service by educated and experienced professionals will enhance the proper development and oversight of New Smyrna Beach as it continues to grow and become a destination resort community. I grew up in Cocoa Beach during the space boom of the 60's and 70's and have seen every kind of real estate development from wonderful to awful. My hobbies and sports include surfing, photography and running.

References

Name of Reference #1 (Please do not list current elected officials)

Katie Kaufman

Address of Reference #1

402 Faulkner Dr, New Smyrna Beach FL 32168

Telephone Number of Reference #1

407-808-1606

Email address of reference #1

ktphoto@aol.com

Nature of your relationship (business/personal).

friend

Name of Reference #2 (Please do not list current elected officials)

Eric Wright

Address of Reference #2

155, South Court Ave, Unit 1410, Orlando, FL 32801

Telephone Number of Reference #2

321-543-6296

Email Address of Reference #2

wrightangle.ew@gmail.com

Nature of your relationship (business/personal).

Friend

Name of Reference #3 (Please do not list current elected officials)

Judith 'Judy' Reiker

Address of Reference #3

464 Bouchelle Dr. New Smyrna Beach, FL 32169

Telephone Number of Reference #3

(386) 689-5531

Email address of Reference #3

Judy.reiker@outlook.com

Nature of your relationship (business/personal).

rotary club fellow member

Real Estate Development Executive
Sales / Marketing Vice President **Nelson McDonald**
Project Management

I have 40+ years' experience in a variety of roles that include development, project management and sales and marketing. My most recent position was with Medallist, an international company owned by Greg Norman and Macquarie Bank where I was VP and National Director for the US operations overseeing all sales and marketing and providing input into the development process and financial operations.

My greatest successes have come from reinventing and revitalizing operations and turnarounds. Substantial contributions: strategic marketing, team motivation and brand development. My experience includes directing market intelligence, competitive analyses, positioning and brand research from acquisition to exit strategy. Directed numerous product introductions, managed entire business units, and created numerous project teams. Design and implement project development, new business, sales and marketing, & financial plans. Proven track record in upscale & luxury residential, commercial, mixed-use components. A leader with innovative models and CRM.

Plumbline Wealth / Plumbline Real Estate – business broker, real estate broker and consultant for upscale and investment real estate, trustee of equity portfolios. Developed E3RC an artificial intelligence paradigm for lifestyle and wealth management virtual reality 'gaming' concept to help improve decision making and financial planning for Professional athletes.

Medallist US Sales and Marketing Partner, Project Management of projects Montana to Florida. Create and implement design, development, sales and marketing, & financial plans. Upscale & luxury residential and commercial components. Innovative development models and strategic plans. Acquisition and brokerage due diligence, Market research, and Branding. Multinational conglomerate – large investment bank
Contact: Mick O'Brien Senior VP US Operations, Tom Thurber VP Finance/Controller

SMS Real Estate Business brokerage Atlanta, Project Management of multiple projects Montana to Florida. Lead design, development, strategic planning, and sales and marketing functions. Develop and monitor innovative business development & financial plans. Upscale & luxury residential (Condo, Density, SF, Estate) and commercial. Perform acquisition and brokerage due diligence, Market research, and Branding. Handle negotiations, mediations and corporate communications.
Key Clients / contacts: Lone Star funds / Old Kinderhook, Lone Star Funds: Len Allen, President US,
Elmer Stephens, Steve Leverenz,
Palencia / Hines: Walt O'Shea, Project Manager, Michael Harrison, Southeast regional VP,
George Lancaster, VP Corp Communications
St Joe/Arvida: Various master planned communities in Florida and Georgia

Laurel Springs President residential real estate start-up, Upscale and Luxury Residential. Supervise brand, business model, sales and marketing plans, start-up to fully staffed operation. Developed project from Design & land planning to full operation in 18 months. Investor/lender presentations. Sales first two years: 200 homes $133million. builder program, real estate operational, budgets, market analysis, brand planning
Contact: Bill Walton, Principal, Westbrook Partners, LLC, Partners: Peter Millichap, Fritz Rybert

Country Club of the South, Jack Nicklaus golf community Project Manager from Sales Director / Controller.3 years Implement business plans, job cost systems, staffing, and budgets for all areas of 900 acre PUD: POA, club, sales, marketing, design, project management & development. Manage accounting, training, HR and contract administration. Doubled sales during recession.
Contact: Bob Sierra, Owner JNDC, Nicklaus Sierra Dev Corp

Tattersall Properties Controller, Due Diligence and Acquisition. Design and implement all financial systems for new company start-up. Included: Horseshoe Bend golf community PUD real estate and golf club, condo / apt's, shopping centers, office, and mixed use.

Jalon Property corp / Eiger – Asset manager 1984 - Don Spurlock, Pamela Howell, president Property Jax to Melbourne, consultant, commercial leasing, property management

P.J. Goodwin Corp. Controller, Commercial builder/Developer, Quadrupled investment income by designing cash management systems. Handled all budgeting, staffing, bonding, leasing and property management for hotel, commercial, and industrial portfolio. innovating

Shenck Company Accountant, Monthly Financials, daily inventories for beverage distributorship. Handle Interface with CPA firm regarding annual reviewed Statements.

GECC Merritt Island, FL Credit and Collection Mgr, handle credit approval and collections for Brevard and Volusia county office. Staff of 5.

Portfolio samples:

Tennessee National www.tennesseenational.com
Hawks Ridge - Luxury residential and resort community www.Hawksridge.com
Hines – International developer of commercial and PUD properties. www.hines.com
Old Kinderhook – Marina, Retail and Residential mixed-use project www.oldkinderhook.com
Palencia –Urban town center, waterfront residential, commercial www.palenciaonline.com

Achievements / Awards:
Atlanta Home Builder Association and Board of Realtors Board of Directors.
Top sales and marketing council in country winning Best SMC award in USA as chairman.
Judge for real estate award programs, various HBA's across the nation.

National Manager of the Year Award. Platinum Manager award four consecutive years by the National SMC, twice received the prestigious Manager of the Year Award for the Greater Atlanta metropolitan area by the Home Builders Association.

Philanthropic: Develop nonprofit communications and technology systems to improve nonprofit sector efficiency. Programs included: to educate and empower under President Bush's Faith and community based initiatives.

Education / Licenses:
MIT: Artificial Intelligence course 2019
UCLA: Certificate in Financial Planning, 2011
Harvard University: Master's Liberal Arts: Finance, 2009-2010 Focus on communications in a global context, innovation, Financial analysis,
ULI Councils: Environmental / Sustainable Development 1997-2004
Licensed Real estate Broker, Completed coursework: ICSC, IRM, CCIM 1979 - present
Passed CPA exam top 17% nationally 1984
BSBA, Accounting, University of Tennessee 1976 -1978

Job Titles

President
National Director of Sales and Marketing
Partner of Sales and Marketing
Acquisition & Brokerage Partner
Real Estate Development Executive
Project Manager
Sales and Marketing VP
Chief Financial Officer
VP Finance
Controller
Accountant
Property Manager

Rev 2 7 25

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

CODE COMPLIANCE BOARD: CONSIDER THE APPOINTMENT OF ONE (1) CITIZEN TO SERVE A THREE-YEAR TERM, ENDING ON MARCH 3, 2028.

April 22, 2025

Background:

The Code Compliance Board is composed of seven members who must be residents of the City. Membership must, whenever possible, consist of an architect, a businessman, an engineer, a general contractor, a subcontractor and a realtor. The board is empowered to subpoena alleged code violators, evidence and witnesses to its hearings; take testimony under oath; issue orders to command whatever steps are necessary to bring a violation into compliance; fine violators; authorize recording of liens; authorize foreclosures; and authorize abatement of the nuisance and charge the costs to the violator.

Findings:

The City Clerk's Office received an official resignation notice from Michael Slayton. As a result, there is a vacancy to fulfill.

A member with contractor expertise is desired for this position.

According to the founding Ordinance No.64-80, membership should include, whenever possible, individuals representing the following professions:

- Architect
- Businessperson
- Engineer
- General contractor
- Subcontractor
- Realtor

These criteria are preferred but not required. The Commission has the authority to waive them if necessary.

Per Ordinance No. 10-13, members may be reappointed to additional terms by the City Commission. There are no term limits.

A current roster is attached. The City Commission has appointed the following citizens to serve in the following capacities:

- Kathleen Brown, Businesswoman
- Dan Copfer, Subcontractor
- Albert Schimanski, Businessman
- Clifford Wharin, Realtor
- Aaron Denys, Citizen
- Ruth Kazimierek, Citizen

The City Clerk's Office received two (2) applications from citizens who have expressed the interest and desire to serve as a member on the Code Compliance Board. The applicants are:

- Nathan Joseff
- Keith McWilliams

Fiscal Analysis:
None

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Code Compliance Roster 4.12.2025.pdf
Resignation of Michael Slayton.pdf
Keith McWilliams Application.pdf
Nathan Joseff Application_Redacted.pdf
Ordinance No. 64-80 Creating the Citizen Code Enforement Board.pdf
Ordinance No. 10-13 Code Enforcement Board - City Code Amendment.pdf

City of New Smyrna Beach, FL

Code Compliance Board

Board Roster

Clifford Wharin

3rd Term Mar 04, 2023 - Mar 04, 2026

Email cwharin@outlook.com
Home Phone : (386) 690-2580
Address
4204 Saxon Drive
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Vice Chair
Category Realtor

Albert Schimanski

2nd Term Mar 04, 2023 - Mar 04, 2026

Home Phone :

Appointing Authority City Commission
Category Subcontractor

Dan Copfer

3rd Term Mar 04, 2023 - Mar 04, 2026

Email dan.copfersr@gmail.com
Home Phone Home: (216) 406-1204
Address
2 Riverwalk Drive # 205
New Smyrna Beach
New Smyrna Beack, FL 32169

Appointing Authority City Commission
Position Chair
Category Subcontractor

Ms Ruth Kazimierek

2nd Term Mar 04, 2024 - Mar 03, 2027

Email rkaz927@gmail.com
Home Phone Mobile: (203) 910-4450
Address
424 Bouchelle Dr
Unit # 103
New Smyrna Beach , FL 32169

Appointing Authority City Commission
Category Citizen

Aaron C Denys

1st Term May 15, 2024 - Mar 03, 2027

Email aaron.denys@icloud.com
Home Phone Home: (386) 847-9311
Address
431 Luna Bella Lane #209
New Smyrna Beach, FL 32168

Appointing Authority City Commission

Kathleen A Brown

3rd Term Mar 04, 2025 - Mar 03, 2028

Email kathleenbrown53@icloud.com
Home Phone Home: (407) 923-8553
Address
2004 South Atlantic Avenue
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Businesswoman

Vacancy

Appointing Authority City Commission
Category General Contractor

From: Bobelak, Barbara
To: City Clerk
Subject: Resignation of Michael Slayton
Date: Tuesday, February 18, 2025 12:27:07 PM
Attachments: image001.png

I received a telephone call from Micheal Slayton, Code Compliance Board Member, to request that I let the City Clerk know that with regrets he will be resigning from the Code Compliance Board. At this time, he is unable to contact you, therefore, I am sending this on his behalf.

Respectfully,

Barbara Bobelak
Code Compliance Supervisor
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Phone: 386-410-2871
Email: bbobelak@cityofnsb.com

Boards & Commissions Application

Profile

Keith
First Name

Mcwilliams
Last Name

keith.mcwilliams55@gmail.com
Email Address

409 Lincoln Ave.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (407) 595-9171
Primary Phone

Home: (386) 402-8300
Alternate Phone

Which Boards would you like to apply for?

Code Compliance Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

21/2 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

N/A

Educational Background

High School

Anthony Wayne HS

College(s)

University of Toledo

Degrees held

See Attached Curriculum vitae

Keith_McWilliams_Curriculum_Vitae_.pdf
Upload a Resume

Work Experience

Retired
Employer

State Certified General Contractor
Job Title

Please describe your work experience, if any.

See Attached Curriculum Vitae

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

N/A

Please describe any community board, groups or events you have been involved with:

None to Date

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

N/A

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

N/A

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I retired in 2022 and completed construction of a beachside residence in 2024. I would like to be able to use my construction knowledge & experience in service to my community.

References

Name of Reference #1 (Please do not list current elected officials)

Bill Mageloff

Address of Reference #1

383 Emerson Plaza Suite# 414 Altamonte Springs, FL 32707

Telephone Number of Reference #1

407-221-3988

Email address of reference #1

bill@mageloff.com

Nature of your relationship (business/personal).

Business/ Designer

Name of Reference #2 (Please do not list current elected officials)

Ron Paxton

Address of Reference #2

1833 Carillon Park Drive Oviedo, FL 32765

Telephone Number of Reference #2

407-751-0644

Email Address of Reference #2

r_paxton@bellsouth.net

Nature of your relationship (business/personal).

Business/Personal

Name of Reference #3 (Please do not list current elected officials)

Stuart Henry

Address of Reference #3

800 S. Riverside Drive Edgewater, FL 32132

Telephone Number of Reference #3

407-832-2835

Email address of Reference #3

stuhenry1962@gmail.com

Nature of your relationship (business/personal).

Business/ Personal

Keith R. McWilliams

Curriculum Vitae

409 Lincoln Ave. New Smyrna Beach, FL 32169
keith.mcwilliams55@gmail.com
407-595-9171

Florida State Licenses:

Florida Licensed General Contractor # CGC 034119 & CGC 1523654

Florida Licensed Roofing Contractor # CCC 1327885 & CCC 1330819

Florida Licensed Building Code Inspector # BN 5503

Florida Licensed Home Inspector # HI 1802

Florida Licensed Mold Assessor # MRSA 1372

Florida Licensed Mold Remediator # MRSR 838

Florida Licensed All Lines Independent Claims Adjuster # PO 1410

Professional Experience:

All Pro Contracting Services (dba. All Pro Roofing) - *Owner* 2015-2022

- Owned & managed day-to-day operation of a Construction & Roofing company specializing in residential Re-roofing and repairs & small commercial re-roof projects.
- Started the company with 1 employee and grew to over 15 employees with numerous subcontractors & suppliers.
- Specialized in insurance related work and developed "preferred vendor status" as independent contractors for multiple Florida Insurance Carriers.
- Focused on providing our customers & clients with detailed professional service, delivering the highest quality product for the money.

Maintained a 4.9 Google rating resulting in 5-6 million in annual revenue.
Sold the company in 2022.

McWilliams Construction Corp. - *Owner* 2009- 2015

- Owned and managed day to day operation of a construction company specializing in custom homes, renovations and small commercial projects.

- Focused on providing our customers with a high level of integrity and attention to detail which resulted in most of our work being generated from customer referrals.
- In 2013 we entered a completed house remodel project into the Greater Orlando HBA "Parade of Homes" and was awarded first place.

Florida Building Inspectors & Contractors, Inc. - *Owner* 2000-2009

- Owned and managed day-to-day operation of a Home Inspection company specializing in Home, Building & WDO (termite) inspections.
- Performed thousands of detailed real estate related home inspections and in progress quality control inspections on new construction.
- Completed hundreds of Wind Mitigation and 4 Point Insurance Inspections. All our inspections included an emailed report (with photos) from a builder's perspective which resulted in developing solid repeat referrals which included real estate professionals, banks, lenders, attorneys & insurance carriers.
- The detail of our inspections became forensic in nature including infrared cameras, moisture meters & bore scopes to determine problems that were not visible.
- As a result, we were often called on as an expert witness, rendering professional opinions as an expert to clients & attorneys used in cases involved in litigation.
- As the principal, was a state licensed WDO (termite) inspector, a member of the Florida Association of Building Inspectors & a NACHI certified home inspector.
- We were also trained using Xactimate software performing CAT adjusting as an independent claims adjuster for the NCA Group processing claims for Citizens & First Home Insurance.
- Processed storm claims in Mississippi & Louisiana from Katrina for Farmers Insurance through Schafer, Wood & Associates.

Keith McWilliams General Contractor, Inc. - *Owner* 1985-2000

Owned and managed day to day operation of a construction company specializing in custom homes, additions & renovations.

- Focused on providing our customers with a very high level of integrity and attention to detail resulting in most of our work being generated from customer referrals.
- Held active contractor's licenses in Florida, North Carolina, and Colorado. Project locations included Highlands, NC; Colorado Springs. CO; & Orlando, FL.
- During this period, had 3 custom home projects that were all entered into their respective HBA "Parade of Homes".

Keith McWilliams Work Experience - *(Early Years)* 1977-1985

- Started as a laborer, but was always very motivated and quickly elevated to an apprentice carpenter and then a Union journeyman Carpenter in Orlando, FL.
- Worked at Disney World in 1982 building the EPCOT Center theme park.
- Completed work in many of the different EPCOT countries including the multiple tiered oval fountains behind Spaceship Earth, until they opened Oct. 1, 1982.
- Worked as a framer and siding subcontractor employing up to 25 hourly carpenters & laborers building custom & production-built homes for several major builders after EPCOT Center was completed.
- Senior Project superintendent for both production & custom home builders responsible scheduling and overseeing every phase of construction prior to getting my first General Contractors license in 1985.

Education & Certifications:

Graduated at Anthony Wayne High School - Whitehouse, Ohio 1974

Attended at University of Toledo - 1975-1976 / Construction Engineering

Attended at Dave Buster School of Construction - 1985

Attended at The Contractor Institute- 2011/ 2015

Institute of Inspection, Cleaning & Restoration Certification (IICRC)

Water Damage Restoration / Applied Structural Drying # 8300715

Xactimate Training

Industry Education:

2024:

- International Energy Conservation Code- Commercial Essentials (2 hrs.+ Test)
- Hurricane Mitigation Techniques & Inspection (2 hrs. + Test)
- Working Effectively with Building Officials & Inspectors (1 hr. + Test)
- Florida- Wind Design & Wind Mitigation Requirements (1 hr. + Test)
- Understanding Workers Compensation for Employers V14 (1 hr. + Test)

- Developing an Employee Safety Training Program (1 hr. + Test)
- FL Statutes, Chapter 489, Sections 101-114: Construction Contracting ((VO2) (1 hr. + Test)
- 2020 Florida Building Code Advanced 7th. Edition: Accessibility, Application & Administration (1 hr. + Test)
- Introduction to ASHRAE 189.1-2011: Standard for the Design of High- Performance (1 hr. + Test)

  Green Buildings Except Low Rise Residential Buildings (3 hrs. + Test)
- The Importance of the International Building Code (IBC) in the Design & Construction of Safe Buildings (3 hrs. + Test)
- 2015 International Building Code Essentials - Structural Safety (1 hr. + Test)
- Solar Panels for Home Inspectors (2 hrs. + Test)
- ADA Guidelines 2010: Communication Elements & Features (1 hr. + Test)
- ADA Guidelines 2010: Small Towns (1 hr. + Test)
- Mold Contractor's Standard of Care (1 hr. + Test)

2020:

- Florida- Wind Design & Wind Mitigation Requirements (1 hr. + Test)
- Construction Project Management: Project Financial Management (1 hr. + Test)
- Understanding Workers Compensation for Employees (V15) (1 hr. + Test)
- 2017 Florida Building Code Advanced 6th. Edition: Summary of Structural Provisions (1 hr. + Test)
- Confined Spaces in Construction (1 hr. + Test)
- Chemicals Used in Mold Remediation (1 hr. + Test)
- Work Practices of the Mold Remediation Contractors & Consultants (1 hr. + Test)

Personal Protective Equipment For Mold Remediation Contractors & Consultants (1 hr. + Test)

The Science of Mold (1 hr. + Test)

Mold Remediation (1 hr. + Test)

Mold Reporting for Mold Assessment & Mold Remediation Projects (3 hrs. + Test)

- Mold Remediation Equipment (1 hr. + Test)

2016:

- Minimum Standards & Practices for Florida Mold Assessors & Remediators (2 hrs. + Test)
- Preventing Mold Growth (1 hr. + Test)
- Construction Arbitration: A Brief Overview- Beginner (1 hr. + Test)
- FL Statutes, Chapter 489, sections 101-114: Construction Contracting (V.02) (1 hr. + Test)
- Confined Space Entry (BBCSEOOCEN) (1 hr. + Test)
- 2014 Florida Building Code Advanced 5th. Edition: Accessibility, Application & Administration (1 hr. + Test)
- Understanding Moisture Intrusion & it's Impact on Mold Growth (1 hr. + Test)
- Health Effects Caused by Mold (1 hr. + Test)
- Set-Up of Engineering Controls for Mold Remediation Projects (1 hr. + Test)
- Mold Documentation & Report Preparation (1 hr. + Test)
- More Than Mold- Health Effects Associated With Mold & Water Damage (3 hrs. + Test)
- Completing the Mold Remediation (1 hr. + Test)
- Mold Safety & Health (1 hr. + Test)

2012:

- Concrete 3: Methods, Materials & Maintenance (2 hrs. + Test)
- Hurricane Mitigation Techniques & Inspection (2 hrs. + Test)
- Residential Construction for Coastal Areas (3 hrs. + Test)
- Florida Workers Compensation Law (V15) (1 hr. + Test)
- Roofing Materials- Asphalt Shingles (2 hrs. + Test)
- Business Management: Brief Overview (1 hr. + Test)
- IAQ: Humid Climate Issues (8 hrs. + Test)
- Florida Building Code Advanced 2010: Residential Floors (1 hr. + Test)
- Florida Wind Mitigation Retrofit Requirements for Existing Buildings (V2) (1 hr. + Test)
- Personal Protective Equipment (1 hr. + Test)
- ADA Guidelines: Accessible Routes (2 hrs. + Test)

2008:

- Leak detection for Roofs (1 hr. + Test)
- Florida Building Code Advanced Building Structural Summary (1 hr. + Test)
- Wind Mitigation Methodology: Retrofits for Existing Homes (1 hr. + Test)
- A/E's Owners & Contractors: Managing Projects to Success (5 hrs. + Test)
- Green Building Materials: An Introduction (3 hrs. + Test)
- OSHA Safety: Stairways & Ladders (1 hr. + Test)
- Florida Building Code Advanced: Accessible Elements & Spaces (1 hr. + Test)

- Wind Mitigation: Roof Decking, Secondary Water Barriers & Gable Bracing (1 hr. + Test)
- Project Management Basics (4 hrs. + Test)
- Construction Claims: Acceleration (1 hr. + Test)
- Interior Codes 2: Occupancy & Loads (2 hrs. + Test)

2004:

- Project Management for Florida Contractors (7 hrs. + Test)
- Preventing Accidents in the Construction Industry (1 hr. + Test)
- Toxic Mold Detection, Prevention & Remediation (4 hrs. + Test)
- Preventing & Investigating Accidents (2 hrs. + Test

Boards & Commissions Application

Profile

Nathan
First Name

Joseff
Last Name

njoseff@outlook.com
Email Address

7 Lynn Ct
Home Address

Suite or Apt

New Smyrna
City

FL
State

32168
Postal Code

Mobile: (571) 758-8737
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Code Compliance Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Hararare international school

College(s)

Nova, marshall

Degrees held

Upload a Resume

Work Experience

Hooters
Employer

General Manager
Job Title

Please describe your work experience, if any.

Running the entire store on a day to day. P&L , schedules, all of it, inventory.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Because in order to truly make a difference one needs to come out of their comfort bubble. And gain a larger perspective on things.there is a level of thrill in watching your implementations unfurl.

References

Name of Reference #1

Joey Dizon

Address of Reference #1

231 chestnut hill

Telephone Number of Reference #1

(703) 459-3127

Email address of reference #1

Nature of your relationship (business/personal).

Buisness

Name of Reference #2

Malik ousman

Address of Reference #2

7716 Havenbrook Way Springfield VA 22153 United States

Telephone Number of Reference #2

+1 (562) 277-7821

Email Address of Reference #2

Nature of your relationship (business/personal).

Buisness

Name of Reference #3

Jason Reve

Address of Reference #3

[redacted]

Telephone Number of Reference #3

[redacted]

Email address of Reference #3

Nature of your relationship (business/personal).

Personal

ORDINANCE NO. 64-80

AN ORDINANCE TO BE KNOWN AS THE CITIZEN CODE ENFORCEMENT ORDINANCE; CREATING A CITIZEN CODE ENFORCEMENT BOARD; SETTING FORTH THE PURPOSE OF THE SAID BOARD; PROVIDING DEFINITIONS; PROVIDING FOR THE ORGANIZATION OF SAID BOARD; FOR TERMS OF OFFICE AND COMPENSATION; PROVIDING FOR CODE INSPECTORS; PROVIDING FOR ENFORCEMENT PROCEDURES INCLUDING NOTICE OF VIOLATIONS, HEARINGS AND THE CONDUCT THEREOF; PROVIDING FOR TRANSCRIPTION OF HEARINGS AND FOR CLERICAL AND ADMINISTRATIVE PERSONNEL; PROVIDING POWERS OF THE BOARD; PROVIDING FOR FINES AND LIENS; PROVIDING FOR APPEALS; SPECIFYING TYPES OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Commission, by adoption of this ordinance, to promote, protect and improve the health, safety and welfare of the citizens of this city by providing an equitable, expeditious, effective and inexpensive method of enforcing the various occupational license, fire, building, zoning, sign and related technical codes in force in the City, and

WHEREAS, the Legislature of the State of Florida has authorized the enactment of this ordinance by the City Commission by passage of the "Municipal Code Enforcement Board Act", Chapter 80-300, Laws of Florida, 1980, codified as Part V of Chapter 166, Florida Statutes, consisting of §166.501 to and including §166.512.

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

SECTION 1: TITLE. This ordinance shall hereafter be known as the Citizen Code Enforcement Ordinance.

SECTION 2: CREATION. There is hereby created a Citizen Code Enforcement Board.

SECTION 3: PURPOSE. The purpose and intent of the creation of the Citizen Code Enforcement Board is to promote, protect and improve the health, safety and welfare of the citizens of New Smyrna Beach by providing an equitable, expeditious, effective and inexpensive method of enforcing the various occupational license, fire, building, zoning, sign and related technical codes and ordinances presently in force or hereafter adopted.

SECTION 4: DEFINITIONS.

(a) Codes - the Citizen Code Enforcement Ordinance shall apply to the following codes and ordinances in force in the City: standard building, electrical, gas, housing, mechanical, plumbing, and swimming pool codes, together with ordinances applicable thereto; sign ordinance, subdivision ordinance, zoning ordinance, animal control ordinance, fire code, noise abatement ordinance and any other similar code or ordinance which may be passed in the future.

(b) Commission - means the City Commission of the City of New Smyrna Beach, Florida.

(c) Code Inspectors - those authorized persons, agents and representatives of the City of New Smyrna Beach whose duty it is to ensure compliance with the various codes and ordinances enumerated

herein, said inspectors to be designated by the City Manager.

(d) City Attorney - the legal counsel for the City.

(e) Enforcement Board - the Citizen Code Enforcement Board.

SECTION 5: ENFORCEMENT BOARD; ORGANIZATION

(a) The City Commission shall appoint a six (6) member enforcement board. Members of the enforcement board shall be residents of the City of New Smyrna Beach and no member may serve on the enforcement board while serving on any other board or commission of the City of New Smyrna Beach. Appointments shall be made by the City Commission on the basis of experience or interest in the fields of zoning, building control and in the other codes enumerated herein. The membership of the enforcement board shall, whenever possible, consist of an architect, a businessman, an engineer, a general contractor, a sub-contractor and a realtor.

(b) The initial appointments to the enforcement board shall be as follows:

1. Two members appointed for a term of one (1) year.

2. Two members appointed for a term of two (2) years.

3. Two members appointed for a term of three (3) years.

Thereafter, all appointemnts shall be made for a term of three (3) years. Any member may be re-appointed from term to term upon approval of the City Commission. Appointments to fill any vacancy on the enforcement board shall be for the remainder of the unexpired term of office. Members shall serve at the pleasure of the City Commission. Any member who fails to attend two of the three consecutive meetings without cause and without prior approval of the chairman shall automatically forfeit his appointment.

(c) The members of the enforcement board shall elect a chairman and a vice-chairman. The presence of four (4) or more members shall constitute a quorum of the enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the City Commission.

(d) The City Attorney shall when requested, either be counsel to the Code Enforcement Board or shall represent the City by presenting cases before the board; but, in no case, shall the City Attorney serve in both capacities.

(e) The enforcement board shall be authorized to establish such internal rules and regulations as it shall deem necessary.

SECTION 6: ENFORCEMENT PROCEDURE

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no member of the board shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsection (c), if a violation of a code or ordinance enumerated herein is found, the code inspector shall notify the violator and give him a reasonable time to correct the violation. Should the violatin continue beyond the time specified for correction, the code inspector shall notify the enforce -

ment board and request a hearing pursuant to the procedure in §7. Written notice shall be mailed to said violator as provided herein.

(c) If the code inspector has reason to believe that a violation presents a serious threat to the public health, safety and welfare, the code inspector may proceed directly to the procedure outlined in §7 hereof without notifying the violator.

SECTION 7: CONDUCT OF HEARING.

(a) The Chairman of the enforcement board may call hearings of the enforcement board and hearings may also be called by written notice signed by at least three (3) members of the enforcement board. The enforcement board at any hearing may set a future hearing date. The enforcement board should attempt to convene no less frequently than once every two months, but may meet more often or less often as the demand necessitates. Minutes shall be kept of all hearings by the enforcement board and all hearings shall be open to the public and taped. The City Commission shall provide clerical and administrative personnel as may be reasonably required by the enforcement board for the proper performance of its duties. The respondent brought before the enforcement board on an alleged violation shall have the privilege to challenge the right of a member of the enforcement board to sit on the board in that particular case, and if there is good cause to believe that the said board member shall not be able to render an impartial decision, the challenged member shall recuse himself. If the challenged board member refuses to recuse himself, then the board shall vote on whether or not that particular board member shall sit on the enforcement board for that particular case.

(b) Each case before the enforcement board shall be presented by either the City Attorney or by a member of the administrative staff of the municipality.

(c) The enforcement board shall proceed to hear cases on the agenda for that day. All testimony shall be taken under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and the alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.

(d) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted herein. The findings shall be by motion approved by a majority of those present and voting, except that at least three (3) members of the enforcement board must vote for the action to be official. The record shall be presented to the Court on appeal and shall be subject to review.

SECTION 8: POWERS OF THE ENFORCEMENT BOARD. The enforcement board shall have the power to :

(a) Adopt rules for the conduct of its hearings.

(b) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the police department of the municipality.

(c) Subpoena evidence.

(d) Take testimony under oath.

(e) Issue orders having the force of law commanding whatever steps are necessary to bring the violation into compliance.

SECTION 9: FINES AND/OR LIENS. The enforcement board, upon notification by the code inspector that a previous order of the enforcement board has not been complied with by the set time, may order the violator to pay a fine not to exceed Five Hundred

and No/100 ($500.00) Dollars for each day the violation continues passed the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists. After one year from the filing of any such lien which remains unpaid, the enforcement board may authorize the City Attorney to foreclose on the lien. In addition, and in the event it is impracticable or impossible to impose a lien against land, the City Attorney may be authorized to proceed to reduce the said fine to a judgment before a court of competent jurisdiction.

SECTION 10: APPEAL. An aggrieved party may appeal a ruling or order of the enforcement board by certiorari in the Circuit Court. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

SECTION 11: NOTICES. All notices required by this ordinance shall be by certified mail, return receipt requested, where the mail would not be effective, by hand delivery by the code inspector.

SECTION 12: SEVERABILITY CLAUSE. Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 13: REPEALING CLAUSE. All ordinances or parts thereof that are in conflict with this ordinance be and the same are hereby repealed and rescinded.

SECTION 14: PUBLICATION BY TITLE. This ordinance shall be published by title only at least one time in a newspaper of general circulation in the City of New Smyrna Beach, which said publication shall be not less than seven (7) days prior to its final passage.

SECTION 15: EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption as provided by law.

APPROVED AS TO FORM AND CORRECTNESS

Charles A. Hall

CHARLES A. HALL, City Attorney

DATED: January 20, 1981

Ordinance No. 64-80 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting at the City Hall in said City on the 27th day of January, A.D., 19 81 and read in full by title only. Motion was made by Commissioner Powell to approve Ordinance No. 64-80; which motion having been seconded by Commissioner Sawtelle; the vote thereon being as follows:

MAYOR GEORGE E. MUSSON	Yes
VICE-MAYOR COMR. JAMES D. POWELL	Yes
COMMISSIONER MARY C. HILL	Yes
COMMISSIONER REED J. LaFERRIERE	Yes
COMMISSIONER COURTLAND D. SAWTELLE	Yes

Whereupon, the Mayor did then declare the Ordinance No. 64-80 to be approved on first reading and Public Hearing to be held on February 10, 1981.

Ordinance No. 64-80 was read in full by title only for the second time before the City Commission at its Regular Meeting at the City Hall, in the City of New Smyrna Beach, Florida on the 10th day of February A.D., 1981, and Commissioner Sawtelle moved, seconded by Commissioner Hill that Ordinance No. 64-80 be adopted as introduced and read. A roll-call vote was ordered upon this motion and resulted as follows:

MAYOR GEORGE E. MUSSON	YES
VICE-MAYOR COMR. JAMES D. POWELL	YES
COMMISSIONER MARY C. HILL	YES
COMMISSIONER REED J. LeFERRIERE	YES
COMMISSIONER COURTLAND D. SAWTELLE	YES

The Mayor then did declare the motion to pass Ordinance No. 64-80 was thereby enacted, as introduced and read.

The City Clerk was instructed to note the passage of Ordinance No. 64-80 in the minutes of this meeting by its title only and to record the same in full, in the Ordinance Records of the City at the City Hall, in the City of New Smyrna Beach, Florida, this 11th day of February A.D., 19 81, and has caused the Official Seal of said City to be here-unto affixed, for the purpose of authenticity and as is required by law.

George E. Musson

As Mayor of the
City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

Lynda L. Schaudt

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

City of New Smyrna Beach

210 SAMS AVENUE
NEW SMYRNA BEACH, FLORIDA 32069
TELEPHONE: 904/ 427-4166

GEORGE E. MUSSON, MAYOR
WILLIAM R. RAINES, VICE-MAYOR
REED J. LA FERRIERE, COMMISSIONER
MARY C. HILL, COMMISSIONER
JAMES D. POWELL, COMMISSIONER

E. IRENE BECKHAM, CITY MANAGER
LYNDA L. SCHAIDT, CITY CLERK
CHARLES A. HALL, CITY ATTORNEY
JOHN E. HAGOOD, FINANCE DIRECTOR

November 21, 1980

TO: Honorable Mayor and City Commission
FROM: Charles A. Hall, City Attorney
RE: Code Enforcement Board

Dear Commissioners:

I am enclosing a copy of the rules and regulations adopted by the City of West Palm Beach Code Enforcement Board for you to look over. Our CCEB should have something substantially similar.

Yours very truly,

Charles A. Hall

CHARLES A. HALL

CAH:lr
enclosures

Amended 11/21/1979

CODES ENFORCEMENT BOARD
CITY OF WEST PALM BEACH, FLORIDA

RULES AND REGULATIONS

ARTICLE I — NAME

The name of this Board shall be the "Codes Enforcement Board of the City of West Palm Beach, Florida."

ARTICLE II — JURISDICTION

The Board has jurisdiction over those matters which are set forth in Ordinance No. 1466-79 of the City of West Palm Beach.

ARTICLE III — OFFICERS AND THEIR DUTIES

Section 1: The officers shall be a Chairperson and a Vice Chairperson. The City Clerk shall provide a Recording Secretary.

Section 2: The Chairperson shall preside at all meetings (and hearings) of the Board and shall have the duties normally conferred by parliamentary usage of such officers.

ection 3: The Chairperson shall be one of the members of the Board. The Chairperson shall have the privilege of discussing all matters before the Board and shall have the same voting rights as all Board members.

ection 4: The Vice Chairperson shall act in the absence of the Chairperson.

RTICLE IV — ELECTION OF OFFICERS

ection 1: Nomination of officers shall be made from the floor at the annual organizational meeting in October each year, and the election shall be held immediately thereafter.

ection 2: A candidate receiving a majority vote shall be declared elected and shall serve a term of one year or until a successor shall take office.

ection 3: Vacancies in office shall be filled immediately by regular election procedure.

RTICLE V — MEETINGS

ction 1: Regular Meetings:

Regular meetings shall be held at least every two months. The Board may set meetings more frequently if necessary.

ction 2: Special Meetings:

Special meetings may be called by the Chairperson or any two members of the Board by notification to the Board Attorney.

tion 3: Notice

Notice of all meetings, both regular and special, shall be given to all Board members at least twenty-four (24) hours in advance of the meeting.

ARTICLE V MEETINGS (Cont'd)

Section 4: Attendance

a. Members shall notify the Chairperson of the Board if they are not going to attend a meeting.

b. If a member, including the alternate, misses two out of three consecutive meetings without cause and without prior approval of the Chairperson, he shall forfeit his appointment.

c. If a regular member misses a meeting, the first alternate shall vote in his place. If a second regular member misses the same meeting, the second alternate shall vote in his place.

Section 5: Quorum

A quorum of the Board shall consist of three (3) members, including alternates, and an affirmative vote of a majority of those present shall be necessary to pass any motion or adopt any order unless otherwise specified herein.

Section 6: a) Voting

Voting shall be by voice vote and shall be recorded by individual "aye" or "nay."

b) Abstention

Each member present shall cast an "aye" or "nay" vote on each question before the Board, except that if any member has a personal interest in a matter, he may abstain from participating as a member of the Board in that matter and must file a Memorandum of Voting Conflict with the Secretary of the Board within fifteen (15) days after such vote.

Section 7: Records

All regular and special meetings, hearings, and records shall be open to the public.

Section 8: Procedure

Parliamentary procedure in Board meetings shall be governed by Robert's Rules of Order, as amended, and by the Rules and Regulations contained herein.

ARTICLE VI ORDER OF BUSINESS

1. Role Call
2. Minutes of previous meetings
3. Public Hearings
4. Unfinished Business
5. Presentation of Filed Affidavits of Violations
6. New Business
7. Adjournment

The order of business may be suspended by a vote of the majority of those members present.

ARTICLE VII — INITIATION OF ACTIONS BEFORE THE BOARD

Section 1: All actions before the Board shall be initiated by filing an Affidavit of Violation (a copy of which is attached hereto) with the Secretary of the Board.

Section 2: The Secretary shall assign a case number and present the case to the Board at its next meeting.

Section 3: The Board shall review the Affidavit and if they feel that action is warranted, set the case for a Hearing to be held at a subsequent meeting of the Board.

Section 4: After a case is set for hearing by the Board, the Secretary shall send out a Notice of Hearing to the alleged violator by certified mail, return receipt requested, or effect personal service upon a party by the police deparment (a copy of which is attached hereto). A copy of said Notice of Hearing shall be sent to the City Prosecutor, the Affiant, and the Attorney for the Board.

Section 5: After a case is set for hearing, the Secretary of the Board shall be empowered to issue subpoenas as requested by the Affiant and the alleged violator. The subpoenas shall be sent to the City police department to be served.

ARTICLE VIII — HEARINGS

Section 1: The following procedures will be observed in hearings before the Board:

a) The Secretary shall read the Notification of Violation for each application.

b) The respondent shall be asked if he wishes to contest the charges.

c) All witnesses shall be sworn in by the Secretary.

d) The City shall present its case and respondent shall present their case. Both parties will have an opportunity to cross-examine all witnesses.

e) The Board or its Attorney may question any witness or call any witnesses as it feels necessary.

f) The right of parties to present rebuttal evidence is discretionary with the Board.

g) The Board may, in its discretion, adjourn a Hearing for a period not to exceed 31 days at any time during the Hearing, and request further information from either party.

h) If a Hearing is adjourned, at the time the Hearing is reconvened, only those Board members that have been present from the beginning of the Hearing may participate in the deliberations and decision making process. (This requirement may be waived by the consent of both parties.)

ARTICLE VIII HEARINGS (Cont'd)

i) Upon completion of all the evidence, the Chairperson shall close the Hearing.

j) The Board may only consider that evidence which is presented at the Hearing and that both parties have had an opportunity to rebut before reaching their decision.

k) The Board shall immediately deliberate in open session before the public.

l) The Board shall orally issue an Order which is approved by a majority of the Board (at least 3 members). The Order shall contain findings of fact and conclusions of law and state the affirmative relief granted by the Board. Said Order shall be reduced to writing with ten (10) days and be mailed to the respondent. (Two form Orders are attached hereto.)

ARTICLE IX ENFORCEMENT

Section 1: After an Order of non-compliance has been issued by the Board and a scheduled date of compliance has been ordered, a designated City Official shall make an inspection to determine if the alleged violation has been corrected.

Section 2: The designated City Official shall then issue an Affidavit of Compliance or Non-Compliance, which shall be filed with the Board. A copy of said Affidavit shall be sent to the violator by Certified mail, return receipt requested.

Section 3: A letter of notification of lien (sample letter attached) shall be mailed to the violator every 45 days, until the condition is corrected or the maximum fine has been imposed.

Section 4: The Board shall hold hearings as necessary to insure the effectiveness of any Order issued by the Board.

ARTICLE X MISCELLANEOUS

Section 1: These Rules and Regulations may be altered in a manner not inconsistent with the City Code during a regular meeting by the affirmative vote of at least (4) members of the Board, provided notice of the proposed change is given to the Board at a preceding regular meeting.

Section 2: The provisions of these Rules and Regulations shall be discussed and/or adopted, or readopted by the Board annually at its regular Organizational meeting.

(Continued on P. 5)

ORDINANCE NO. 10-13

AN ORDINANCE REPEALING IN ITS ENTIRETY CITY CODE CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS, COMMISSIONS AND SIMILAR AGENCIES, DIVISION 2, CODE ENFORCEMENT BOARD; AMENDING CHAPTER 26 OF THE CITY CODE (BUILDINGS AND BUILDING REGULATIONS) BY ESTABLISHING A NEW *ARTICLE XVI, CODE ENFORCEMENT BOARD;* ESTABLISHING MEMBERSHIP AND QUALIFICATIONS OF MEMBERS; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF SPECIAL MAGISTRATES; PROVIDING FOR POWERS OF THE BOARD AND SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 162, F.S., authorizes municipalities to provide for enforcement of City Codes via a code enforcement board and/or a special magistrate; and

WHEREAS, the Chief Building Official desires to utilize several avenues to achieve code compliance, including hearings before a special magistrate; and

WHEREAS, the current provisions of the City Code of Ordinances relating to the City's Code Enforcement Board are in need of revision to clarify and broaden the City's ability to enforce its codes; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to repeal in its entirety City Code Chapter 2, Administration, Article III, Boards, Commissions and Similar Agencies, Division 2, Code Enforcement Board, and to establish a new Article XVI in Chapter 26 to be entitled, Code Enforcement Board, as more particularly set

forth hereinafter, and to provide for appointment of Special Magistrates to hear cases involving code violations.

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

SECTION 1: ***Repeal.*** That Chapter 2, Administration, Article III, Boards, Commissions and Similar Agencies, Division 2, Code Enforcement Board, is hereby repealed in its entirety.

SECTION 2: ***Amendment.*** That New Smyrna Beach Code of Ordinances, Chapter 26, is hereby amended to create a new Article XVI to be entitled *Code Enforcement*, as follows:

Chapter 26
BUILDINGS AND BUILDING REGULATIONS

. . . .

ARTICLE XVI - CODE ENFORCEMENT

Sec. 26-1600 - Purpose and duties.

(a) The code enforcement board is established to promote, protect, and improve the health, safety, and welfare of the citizens of the city by providing an authority to conduct administrative hearings concerning violations of the Land Development Regulations (LDR) and other city codes or ordinances, and impose administrative fines and other noncriminal penalties. It is intended to provide an equitable, expeditious, effective, and inexpensive method of enforcing the LDR and other city codes or ordinances for all parties.

(b) The code enforcement board shall act in accordance with the Local Government Code Enforcement Boards Act, F.S. ch. 162, as it may be amended from time to time, and shall have all of the powers and duties set forth therein. Nothing herein shall prohibit the city from retaining and utilizing one or more special magistrates as authorized pursuant to sections 26-1602 and 26-1603 of this article.

Sec. 26-1601 - Appointment and membership.

(a) The city commission shall appoint a seven-member code enforcement board. Members of the board shall be residents of the city. Appointments shall be made on the basis of experience or interest in the fields of zoning and building control. The membership of the board shall whenever possible include an architect, a business person, an engineer, a general contractor, a subcontractor, and a realtor. The city commission shall appoint qualified individuals. Present duly appointed members are grandfathered, shall serve until the end of their present terms, and are eligible for appointment pursuant to this section thereafter.

(b) Members shall serve without compensation, but may be reimbursed for travel, mileage, and per diem expenses as authorized by the city commission.

(c) Each appointment shall be for a term of three years. A member may be appointed to additional terms by the city commission. A member shall serve until the expiration of the term, or until a successor is appointed and qualified if that be later. When a vacancy occurs before the expiration of a term, the city commission shall appoint a replacement to serve the remainder of the unexpired term of office.

(d) A member may be suspended or removed for cause by the city commission as provided by ordinance.

Sec. 26-1602 - Special Magistrates; appointment; qualifications.

(a) From time to time, based on the city attorney's recommendation, the city commission may appoint one or more special magistrates to perform the functions set forth in this section. All such appointments shall be by resolution. The resolution appointing a special magistrate may fix the terms and conditions of the appointment of the special magistrate, subject to conformance of all such terms with the provisions of this section.

(b) Every special magistrate appointed by the city commission shall be an attorney who has been duly licensed to practice law in the State of Florida for a period of not less than five years and shall be a member in good standing of the Florida Bar.

(c) Each special magistrate shall be subject to removal with or without cause at any time by the city commission.

(d) No special magistrate shall be considered to be a city employee.

(e) The city commission may, by the resolution appointing the special magistrate, establish terms that include compensation to a special magistrate for his or her services, and for his or her costs such as for travel, mileage and per diem expenses, subject to compliance with record-keeping and other documentation requirements of the city, at a rate to be determined by the appointing resolution or, if the resolution is silent as to rates, by administrative order of the city.

Sec. 26-1603 - Jurisdiction; powers.

(a) Every special magistrate appointed pursuant to this section shall have jurisdiction to hear and decide cases involving alleged violations of the municipal codes and ordinances of the City of New Smyrna Beach as provided in F.S. ch. 162, as it may be amended from time to time, and shall have all of the powers and duties of special magistrates as set forth therein. Nothing herein shall prohibit the city from utilizing the code enforcement board to hear and decide such cases in lieu of a special magistrate.

(b) Every special magistrate appointed pursuant to this section shall have all powers granted to the City of New Smyrna Beach Code Enforcement Board by Chapter 162, F.S.

SECTION2: ***Codification.*** Following adoption of this ordinance, the City Attorney shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's

usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held March 12, 2013 in the City Commission Chambers, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 2/15/13

Ordinance No. 10-13 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting February 26, 2013, and read by title only. Motion was made by Commissioner Reiker, and seconded by Commissioner Jones, the vote thereon being as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR J. S. GRASTY	Yes
COMMISSIONER JUDY REIKER	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER KIRK JONES	Yes

Ordinance No. 10-13 was read by title only at the Regular Meeting held by the City Commission on March 12, 2013, Motion was made by Commissioner McGuirk, and seconded by Commissioner Reiker, that Ordinance No. 10-13 be adopted on second and final reading, the vote thereon being as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR J. S. GRASTY	Yes
COMMISSIONER JUDY REIKER	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER KIRK JONES	Yes

The City Clerk noted the passage of Ordinance No. 10-13 in the minutes of this meeting by its title only and recorded the same in full in the Ordinance Records of the City.

The Mayor of the City of New Smyrna Beach has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity as required by law.

(OFFICIAL SEAL)

As Mayor of the City of New Smyrna Beach, Florida

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

ORDINANCE NO. 10-13

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

BOARD NOTICE: THE PERSONNEL BOARD HAS FIVE (5) SEATS AVAILABLE FOR REAPPOINTMENT WHICH ARE SET TO EXPIRE ON MAY 1, 2025.

April 22, 2025

Background:

The Personnel Board was established under Chapter 59-1612 of the Personnel Policy of the City of New Smyrna Beach. Its primary function is to conduct hearings and review appeals.

The board is composed of five members, all of whom must be registered voters residing within the city. Each member serves a three-year term and may serve no more than two consecutive terms. The City Commission may waive this term limit by a majority vote. The board meets as required.

Findings:

Expectations and Responsibilities:

- Maintain fairness and impartiality in all appeal hearings.
- Uphold the integrity and confidentiality of the appeal process.
- Regularly attend scheduled meetings and hearings.
- Understand and apply relevant city personnel policies and procedures.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Personnel Board Roster_Redacted.pdf
New_Smyrna_Beach__FL_Code_of_Ordinances_-_Personnel_Board.pdf
Ordinance No 14-84.pdf
Tim Buko Application.pdf
Lori Hartman Application.pdf
Barbara Lutrell Application.pdf
Daniel Moran Application.pdf
Rose_Doug application.pdf

City of New Smyrna Beach, FL

Personnel Board

Board Roster

Barbara J Luttrell

1st Term Mar 08, 2022 - May 01, 2025

Email barbandmikee@aol.com
Home Phone Home: (386) 424-9272
Alternate Phone Mobile: (386) 847-0283
Address
102 Mary ave
New Smyrna beach, FL 32168

Appointing Authority City Commission

Lori J Hartman

1st Term Mar 08, 2022 - May 01, 2025

[redacted]@aol.com
Home Phone Home: [redacted]
Address
[redacted]

Appointing Authority City Commission

Douglas E Rose

1st Term Mar 08, 2022 - May 01, 2025

Email drose0811@gmail.com
Home Phone Home: (407) 595-3620
Address
4 Richmond Drive
New Smyrna Beach, FL 32169

Appointing Authority City Commission

Tim Buko

1st Term May 24, 2022 - May 01, 2025

Email bukotim@aol.com
Home Phone Mobile: (717) 203-5901
Alternate Phone Home: (717) 283-5901
Address
4229 Gull Cove
New Smyrna Beach, FL 32169

Appointing Authority City Commission

Daniel Moran

1st Term May 24, 2022 - May 01, 2025

Email dmoran@next-act.com

Home Phone Home: (518) 641-8968

Address
322 Trudgeon Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission

F. - Personnel Board.

The Personnel Board is hereinafter created as authorized in chapter 59-1612, personnel policy, of the 1959 Related Acts of the City of New Smyrna Beach.

To hold and conduct hearings involving appeals of disciplinary action against employees.

1. *Composition of the personnel board.* The five members of the personnel board shall be selected from the electorate of the city. Each member shall serve for a period of three years. Members shall serve no more than two consecutive terms and the City Commission may waive by the affirmative vote of three commissioners the limitation that no member shall serve more than two consecutive terms when the City Commission feels that it is in the best interest of the citizens of the City of New Smyrna Beach. Members of the board shall select yearly from their own membership a chairman to serve at the pleasure of the board; the Director of Human Resources shall serve as executive secretary to the board; the assistant to the Director of Human Resources shall serve as clerk to the board or as otherwise designated by the City Manager.
2. *Qualification.* Any qualified voter residing in the city is eligible for membership on the personnel board; provided, however, that no person who has been convicted of a crime involving moral turpitude shall be eligible to hold such office.
3. *Removal.* Members of the personnel board shall serve at the pleasure of the City Commission. In the event of resignation or death of a board member or his or her removal from office, the City Commission shall appoint a member to fill the unexpired term of office. A member of the board may be removed from office with respect to any appeal proceeding if sufficient facts are found which would impair the member's impartiality and fairness in an appeal proceeding. Such removal may be limited to the proceeding in which the conflict arises.
4. *Meeting.* The personnel board shall hold meetings at the call of the chairman, Director of Human Resources, and/or City Manager as may be required for the transaction of the business of the board or when deemed necessary and ordered by a majority vote of the City Commission. The Director of Human Resources shall be responsible for scheduling the meeting.

ORDINANCE NO. 14-84

AN ORDINANCE AMENDING THE NEW SMYRNA BEACH CODE OF ORDINANCES SECTION 22-12(3)(c)1. COMPOSITION OF THE PERSONNEL BOARD TO PROVIDE THAT MEMBERS SHALL SERVE NO MORE THAN TWO (2) CONSECUTIVE TERMS AND TO PROVIDE THAT THE CITY COMMISSION MAY WAIVE BY THE AFFIRMATIVE VOTE OF THREE (3) COMMISSIONERS THE LIMITATION THAT NO MEMBERS SHALL SERVE MORE THAN TWO (2) CONSECUTIVE TERMS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: The New Smyrna Beach Code of Ordinances, Section 22-13(3)(c)1. presently reads as follows:

> Composition of the personnel board. The five (5) members of the personnel board shall be selected from the electorate of the city. Each member shall serve for a period of three (3) years except that in the initial setup of membership of the personnel board, one member shall be selected for a term of one year, two (2) members for a term of two (2) years, and two (2) members for a term of three (3) years. On expiration of the term of membership for those initially sellected for one-year or two-year terms, their successors shall be selected for a full term of three (3) years. Members of the board shall select yearly from their own membership a chairman to serve at the pleasure of the board; the personnel officer shall serve as executive secreatary to the board; the secretary to the personnel officer shall serve as clerk to the board.

The New Smyrna Beach Code of Ordinances, Section 22-12(3)(c)1. is hereby amended to read as follows:

> Composition of the personnel board. The five (5) members of the personnel board shall be selected from the electorate of the city. Each member shall serve for a period of three (3) years except that in the initial setup of membership of the personnel board, one member shall be selected for a term of one (1) year, two (2) members for a term of two (2) years, and two (2) members for a term of three (3) years. On the expiration of the term of membership for those initially selected for one-year or two-year terms, their successors shall be selected for a full term of three (3) years. Members shall serve no more than two (2) consecutive terms and the City Commission may waive by the affirmative vote of three commissioners the limitation that no member shall serve more than two (2) consecutive terms when the City Commission feels that it is in the best interest of the citizens of the City of New Smyrna Beach. Members of the board shall select yearly from their own membership a chairman to serve at the pleasure of the board; the personnel officer shall serve as executive secretary to the board; the secretary to the personnel officer shall serve as clerk to the board.

SECTION 2: That all ordinances or parts thereof that are in conflict with this ordinance be and the same are hereby rescinded and repealed.

SECTION 3: That this ordinance shall be published by title only at least one time in a newspaper of general circulation in the City of New Smyrna Beach which said publication shall be at least ten (10) days prior to its final passage.

SECTION 4: That this ordinance shall take effect immediately upon its final passage as provided by law.

APPROVED AS TO FORM AND CORRECTNESS

Margaret T. Brewer

MARGARET T. BREWER, City Attorney

DATE: March 8, 1984

Ordinance No. 14-84 of the City of New Smyrna Beach, Florida was introduced before the City Commission at its Regular Meeting at the City Hall in said City on the 13th day of March A.D., 19 84 and read in full by title only. Motion was made by Commissioner Hill to approve Ordinance No. 14-84 ; which motion having been seconded by Commissioner Powell ; the vote thereon being as follows:

MAYOR GEORGE E. MUSSON	YES
VICE MAYOR MARY C. HILL	YES
COMMISSIONER JAMES D. POWELL	YES
COMMISSIONER DONALD G. WILLIAMS	YES
COMMISSIONER CHARLES E. BRICKLEY	

Whereupon, the Mayor did then declare the Ordinance No. 14-84 to be approved on first reading and Public Hearing to be held on April 10, 1984 .

Ordinance No. 14-84 was read in full by title only for the second time before the City Commission at its Regular Meeting at the City Hall, in the City of New Smyrna Beach, Florida on the 10th day of April A.D., 19 84 , and Commissioner Powell moved, seconded by Commissioner Trovato that Ordinance No. 14-84 be adopted as Introduced and read. A roll-call vote was ordered upon this motion and resulted as follows:

MAYOR GEORGE E. MUSSON	YES
VICE MAYOR DONALD G. WILLIAMS	NO
COMMISSIONER LOIS J. BRICKLEY	NO
COMMISSIONER RAYMOND R. TROVATO	YES
COMMISSIONER JAMES D. POWELL	YES

The Mayor then did declare the motion to pass Ordinance No. 14-84 was thereby enacted, as introduced and read.

The City Clerk was instructed to note the passage of Ordinanace No. 14-84 in the minutes of this meeting by its title only and to record the same in full, in the Ordinance Records of the City at the City Hall, in the City of New Smyrna Beach, Florida, this 11th day of April A.D., 19 84 , and has caused the Official Seal of said City to be here-unto affixed, for the purpose of authenticity and as is required by law.

George E. Musson
As Mayor of the
City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

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

Boards & Commissions Application

Profile

Tim
First Name

Buko
Last Name

bukotim@aol.com
Email Address

4229 Gull Cove
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (717) 203-5901
Primary Phone

Home: (717) 283-5901
Alternate Phone

Which Boards would you like to apply for?

Golf Advisory Board: Submitted
Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

5 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Central Dauphin

College(s)

Eastern Michigan University

Degrees held

BA

Resume.docx
Upload a Resume

Work Experience

Ford Motor Co
Employer

Retired
Job Title

Please describe your work experience, if any.

Personnel Manager. Labor Relations Manager Ford Motor - Various Personnel and labor Relations Positions 30 years; hourly, salary, benefits, recruitment, personnel planning, labor contract negotiations, overseas personnel

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Lions Club, Lancaster Pa. past president Served on Utilities Board, Strasburg, PA President Strasburg Lions Club

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I’m a regular golfer. Retired and looking for a chance to volunteer..."give back"

References

Name of Reference #1 (Please do not list current elected officials)

Kathie Eichenger

Address of Reference #1

631 E. 22nd Street, NSB 32169

Telephone Number of Reference #1

386-402-8221

Email address of reference #1

kathie32169@gmail.com

Nature of your relationship (business/personal).

Friend

Name of Reference #2 (Please do not list current elected officials)

Lan Lassiter

Address of Reference #2

Collado Real Estate, 105 N. Cooper Street 32169

Telephone Number of Reference #2

386-847-1559

Email Address of Reference #2

janlassiter@earthlink.net

Nature of your relationship (business/personal).

Business Real Estate

Name of Reference #3 (Please do not list current elected officials)

Ann Wilson

Address of Reference #3

156 Live Oak Court, NSB 32168

Telephone Number of Reference #3

352-209-9843

Email address of Reference #3

annushkah68@gmail.com

Nature of your relationship (business/personal).

Personal - cousin

Resume

Timothy F. Buko
919 E 1st Avenue, New Smyrna Beach, Fl 32169
(717) 283-5901

Education

Bachelor of Science Degree in Business Administration with a concentration in Human Resources and Labor Relations from Wayne State University, Detroit, Michigan

Work Experience

July 1966 – September 1967
Ford Motor Company -- Press Operator, Dearborn Stamping Plant

December 1967 – September 1969
The Flying Tiger Line -- Ramp Service Supervisor Detroit Metropolitan Airport, Ypsilanti, Michigan

September 1969 – January 2000
Ford Motor Company -- Started as an hourly employee at the Detroit Parts Depot and retired as a mid-level executive in Labor Relations and Human Resources. Lead local negotiations at several manufacturing plants and participated on the National Negotiations team for Ford in 1984 and 1996.

Ford experience included three years in Japan (1987 – 1990) as the Executive Director of Human Resource for Ford of Japan -- Responsible for all aspects of human resources including compensation, relocation and housing of ex-pats, employee relations, and insurance administration.

Also was Executive Director of Human Resources for Ford Hungary (1990 -1993) -- Responsible for all aspects of HR including recruitment of all employees, development of compensation and benefits system, and liaison with local government during the launch of a green field manufacturing site in Szekesfervar, Hungary.

January 2000 – October 2004
Labor Relations Consultant for the Visteon Corporation -- Consulted on plant local labor negotiations.

February 2007 – May 2011
Executive Director for the Lancaster County Business Group on Health, a non-profit affiliate of the Lancaster County Chamber of Commerce and Industry. Lancaster, Pennsylvania – Administered programs for 100+ member group, organized conferences/ forums on employer provided health care.

May 2011 – October 2018
Saint James Episcopal Church, Lancaster, PA -- Assistant to the Rector for Administration and Personnel -– Responsible for recruiting, compensation, employee relations, budget preparation, pension and health and life insurance administration (volunteer position – 15-20 hours per week).

Outside Interests

Collectible car restoration, home improvement projects, golf and reading (history and biographies).

Member Saint Peter the Fisherman Episcopal Church; the Porsche Club of America; and was a ten year member of the Strasburg (PA) Lions Club where I was Club President twice.

Boards & Commissions Application

Profile

Lori
First Name

Hartman
Last Name

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

10 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

John F Kennedy

College(s)

Seminole State

Degrees held

Associate Science Nursing

lori_resume.doc
Upload a Resume

Work Experience

Nephrology Associates of Central Florida
Employer

Director of Research
Job Title

Please describe your work experience, if any.

See Resume

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Church Ministries

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Now that I am retired from professional nursing, I am interested in utilizing my skills to volunteer in the community.

References

Name of Reference #1 (Please do not list current elected officials)

Larry Wertz

Address of Reference #1

383 Emerson Plaza Unit 1016 Altamonte Springs FL 32701

Telephone Number of Reference #1

4074928375

Email address of reference #1

Nature of your relationship (business/personal).

business/personal

Name of Reference #2 (Please do not list current elected officials)

Patty Ferdette MD

Address of Reference #2

1840 Waterford Estates Dr NSB FL 32168

Telephone Number of Reference #2

3866908086

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Sharon Herbert

Address of Reference #3

431 Sweetbay NSB Fl. 32168

Telephone Number of Reference #3

3862355079

Email address of Reference #3

Nature of your relationship (business/personal).

personal

LORI J. HARTMAN

Summary of Qualifications

Highly motivated to exceed and excel. Ability to think logically and give direction in extreme circumstances. Effective leadership abilities. Strong communication skills.

Education

Seminole Community College
Sanford, Florida
A.S. Nursing, June 1985
Graduated Summa cum Laude

Greater Lawrence Regional Technical Institute
West Andover, Massachusetts
Practical Nurse Program Graduate

Professional Experience

2009 - 2012 Nephrology Associates Of Central Florida Orlando, Fl

Director of Clinical Research
Responsible for managing Clinical Research Department staff, assuring Good Clinical Practices as they apply to Research studies, ensuring that updates and changes in regulatory policies are maintained to ensure patient safety. Negotiating contracts for new studies and marketing the program regionally and nationally.

2005 – 2009 Dialysis Services of Central Florida Orlando, Fl

Area Manager / Director of Home Dialysis
Responsible for daily operations of multiple dialysis facilities in the central Florida area. Financially accountable for $30M in revenue, operating expenses and preparations of budgets. Made financial presentation to corporate executives and partnered physicians. Managed clinical managers and facility staff of up to 100 employees. Monitored facility to ensure compliance to state and federal regulations. Responsible for new facility openings. Implemented Human Resources policies and procedures.

2000 - 2005 Gambro Healthcare Orlando, Fl

Center Director

Responsible for daily management of financial performance and patient outcomes in the home peritoneal dialyses program. Ensuring compliance with Policies, Procedures and Guidelines of Gambro Healthcare, OSHA, CMS, and federal, state and local regulations. Serves as CKD educator.

1998 - 2000 Independent Renal Associates Orlando, Fl

Facility Administrator

Responsible for daily operations of multiple dialysis facilities in the central Florida area.
Areas of responsibility include new facility openings, monitor facilities to ensure compliance to state and federal regulations, personnel management and recruitment, administering cost containment strategies, overseeing transplant program and executing corporate policies.

1995 - 1998 Cobe Laboratories Lakewood, Co
1993 - 1994

Clinical Application Specialist

Responsibilities included in service education for hospitals and community blood centers, utilizing specific cell separation technology for therapeutic and donor procedures. Clinical as well as technological considerations were taught with the use of this technology. Other responsibilities include customer support for the United States and Canada. Providing and participating in workshops at national and regional meetings, and, at customer training classes every quarter in Colorado.

1994 – 1995 Central Florida Blood Bank Orlando, Fl

Director of Donor Services / Aphaeresis

Coordinated all aspects of Donor Services operations including the main collection center and branch facilities, mobiles, and Apheresis. Directed all donor and patient collections as well as therapeutic procedures. Operations status was 23 fixed locations, 13 mobiles, 3 portable equipment sets. Blood Bank was responsible for providing the blood supply for 14 counties and 39 hospitals.

Boards & Commissions Application

Profile

Barbara
First Name

Luttrell
Last Name

barbandmikee@aol.com
Email Address

102 Mary ave
Home Address

Suite or Apt

New Smyrna beach
City

FL
State

32168
Postal Code

Home: (386) 424-9272
Primary Phone

Mobile: (386) 847-0283
Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

19 yrs

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

College(s)

University of central florida

Degrees held

BSBA Juris Doctor, Stetson College of Law

Upload a Resume

Work Experience

Priority Healthcare
Employer

Vice President human Resources
Job Title

Please describe your work experience, if any.

VP Human Resources of pharmaceutical co. With 1,000 employees in multistate locations. Responsible for training managers, benefit administration, recruitment, compliance officer.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Volunteer at SE Volusia History Museum Volunteer at Atlantic Center for the Arts Member Artists Workshop

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have experience and knowledge from prior work experience that I would like to use.

References

Name of Reference #1 (Please do not list current elected officials)

Mary Burzawa

Address of Reference #1

4389 Saxon Dr New Smyrna beach, fl

Telephone Number of Reference #1

386-689-9030

Email address of reference #1

Nsbrealtor@gmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Bob Wiley

Address of Reference #2

100 East Cir New Smyrna Beach, fl 32169

Telephone Number of Reference #2

386-690-4200

Email Address of Reference #2

Text

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Bill Hasson

Address of Reference #3

119 Mary ave New Smyrna Beach, Fl 32168

Telephone Number of Reference #3

386-314-8608

Email address of Reference #3

Text

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

Daniel
First Name

Moran
Last Name

dmoran@next-act.com
Email Address

322 Trudgeon Drive
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (518) 641-8968
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

6 months FT; many years PT

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lanisgnburgh High School Troy NY

College(s)

State University of New York at Albany

Degrees held

Certified Behavioral Analyst, Career Counselor Civil Service Commissioner

Moran__Daniel_-_Resume.pdf
Upload a Resume

Work Experience

Please Refer To Resume
Employer

Please Refer To Resume
Job Title

Please describe your work experience, if any.

1988 - Present - President, Next-Act, a career counseling and executive consulting com 2002 - 2019 - Chairman, Rensselaer County Civil Service Commission, NY

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Member, Urban Cultural Park Commission, an economic development concern focused

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ○ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ○ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

This is my new home - we are here for life - and we love it. I want to help the community

References

Name of Reference #1 (Please do not list current elected officials)

Tina Galante

Address of Reference #1

Business Manager CRL Magazine 12 Avis Drive Latham NY

Telephone Number of Reference #1

(512) 210-7

Email address of reference #1

Nature of your relationship (business/personal).

Name of Reference #2 (Please do not list current elected officials)

John Barrett

Address of Reference #2

Belleview WA

Telephone Number of Reference #2

(206) 552-5466

Email Address of Reference #2

Nature of your relationship (business/personal).

Name of Reference #3 (Please do not list current elected officials)

Chris DelVecchio

Address of Reference #3

CEO/President MVP Healthcare Schenectady NY

Telephone Number of Reference #3

(518) 369-7723

Email address of Reference #3

Nature of your relationship (business/personal).

Boards & Commissions Application

Profile

Douglas
First Name

Rose
Last Name

drose0811@gmail.com
Email Address

4 Richmond Drive
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (407) 595-3620
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

10.5 Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lake Highland Preparatory

College(s)

University of Central Florida; Strayer University

Degrees held

BS - Finance (UCF) & MBA-Concentration Human Resources (Strayer University)

Rose_Doug_Resume_2022.docx
Upload a Resume

Work Experience

Retired
Employer

N/A
Job Title

Please describe your work experience, if any.

20 years at Aramark Corporation in Human Resources..Last position Region Human Resources Director Southeast Region. 5 years President of Service Improvement Solutions/ HR Answers, Consulting Businesses Currently, Retired

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Now being retired and not working long and intense weeks, I have to time to give back to my community. As a resident for almost 11 years now, I would like to see New Smyrna continue to be the best place to work and live. I was very fortunate to have mentors and leaders who assisted me during my working career. It is time to pay it forward as others have done.

References

Name of Reference #1 (Please do not list current elected officials)

Jim Yamauchi

Address of Reference #1

5352 Bowman Dr Winter Garden, FL 34787

Telephone Number of Reference #1

407-353-5942

Email address of reference #1

jsyama@aol.com

Nature of your relationship (business/personal).

Business & Personal

Name of Reference #2 (Please do not list current elected officials)

Cindy Campbell Taylor

Address of Reference #2

31 Ferrol Rd St. Augustine, FL 32084

Telephone Number of Reference #2

407-433-0021

Email Address of Reference #2

cindycampbelltaylor2@gmail.com

Nature of your relationship (business/personal).

Business & Personal

Name of Reference #3 (Please do not list current elected officials)

Randy Hayes

Address of Reference #3

3715 Zackira Ct Hampstad, MD 21074

Telephone Number of Reference #3

410-804-7417

Email address of Reference #3

randalh78@comcast.net

Nature of your relationship (business/personal).

Personal

Douglas (Doug) E. Rose

4 Richmond Drive 407-595-3620
New Smyrna Beach, Florida 32169 drose0811@gmail.com

EXPERIENCE

Service Improvement Solutions/HR Answers, New Smyrna Beach, Fl **2/2014 to 2020**
Business Consultant, President

Client: FACE Amusement, Johnson City Tennessee
Consulted on Human Resources Development, Talent Management, Performance Management, 5 Year Strategic Plan and Legal Matters

Client: I-Drive 360, Orlando Florida
Consulted on Human Resources infrastructure, Organizational Structure, Recruiting, Safety and Policies and Procedures

Client: Paddleboard Orlando, Orlando Florida
Conducted a business analysis to grow business 20% over prior year through introducing multi-revenue streams, marketing strategies to vacationing visitors and businesses, and creating a training program which increased PBO positioning to #1 of things to do in Orlando with Trip Advisor

Aramark Corporation, Philadelphia, Pennsylvania **1997 to 2014**
Human Resources Director, Business Dining – South Atlantic Territories 2006 to 2014

Strategically supported $300M businesses (Hospitality, Oil & Gas & Lodging Industry) with over 250 cafes and 19 conference centers representing 4,800 employees, driving outcomes to motivate, inspire and engage our Human Capital for enhanced performance outcomes.
Highlights:

- Successfully navigated the largest HR information system conversion in company history
- A2L College Recruiting Team
- Reduced Management and Hourly turnover respectively by 21% and 13%
- Recruited for a Global Healthcare and Higher Education background project team
- Executed Performance Appraisal initiative at 98% proficiency (Best in LOB)
- Drove 27% improvement to a 2.4 Safety OSHA rate (Best in Enterprise)

Sr. Human Resource Specialist - Walt Disney World Campus 1997 to 2006
Responsibilities include:
Expanded business from 20 cafes to 38 cafes across Walt Disney's campus

- Expanded business from 20 cafes to 38 cafes across Walt Disney's campus
- Recruited, developed and retained a team of 400 hourly and salaried employees
- Created Star Academy, a 14 class training curriculum for development of frontline employees

Walt Disney World, Orlando, Florida **1993 to 1997**
Restaurant Guest Service Manager
Responsibilities include:

- Manager of the Polynesian Luau dinner show with annual revenue of $20M
- Manager of Ohana's restaurant in the Polynesian resort with annual revenue of $12M

EDUCATION

University of Central Florida, BS, Finance **1982**
Strayer University, MBA, Human Resources **2010**

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

PROPOSED LEGISLATIVE BILL SUMMARIES, WEEKS SIX AND SEVEN OF FLORIDA'S LEGISLATIVE SESSION.

April 22, 2025

Background:

Florida's legislative session continued over the past two weeks. The majority of the bills previously reported are making their way through the committees, and have been updated where appropriate. The City Attorney's report highlights a few new bills that are being considered.

Findings:

1st Report: Several property tax bills have been filed, including the bills listed below. At this time, none of the bills have been heard in a committee. The bills could limit or eliminate property taxes. HB 359 Property Tax Exemptions; SB 852 Study on the Elimination of Property Taxes; HB 775 and SB 1092 Revising How Homestead Property is Assessed; HB 787 and SB 996 Revenues from Ad Valorem Taxes; and SB 1018 Increased Homestead Property Exemptions.

HB 301 - Sovereign Immunity/Suits Against the Government: the proposed bill would increase the statutory limits on liability for tort claims against the State (and City) from $200,000 per person and $300,000 per incident to $1 million per person and $3 million per incident. The bill would also remove the need for a claims bill from insurance companies before paying out claims.
2 April Update: The bill was considered in the House Budget Committee and remains active.
16 April Update: The bill was amended to revise the statutory limits for claims to $500,000 per person and $1 million per incident for claims accruing between October 1, 2025, and October 1, 2030. After October 1, 2030, these limits will increase to $600,000 per person and $1.1 million, respectively.

HB 991 and SB 1242: Community Redevelopment Agencies – Neither bill has been heard in a committee. HB 991 has two committee references and SB 1242 has three committee references. The bill would prohibit new CRAs in FL; would stop issuance of new projects or debt as of 1 October 2025; and eliminate all CRAs by 2045.
2 April Update: The bill was considered by the Senate Judiciary Committee and remains active.
16 April Update: The bill was amended to clarify what constitutes a “new project” under the prohibition on project initiation after October 1, 2025. The amendment defines “new

projects" as any project that is not currently budgeted for in the CRA's FY 2024-2025 budget.

2nd Report: SB 582 and HB 717: Unlawful Demolition of Historical Buildings and Structures – The bills seek to address concerns that developers are tearing down historic buildings. Current fines for demolition of historic buildings are low and do not creative a substantial deterrent to builders who are willing to pay the fine, and incorporate the cost into the home sale price. The bills would increase the penalty for tearing down a historic building without a permit.

SB 1118 and HB 1209: Land Use and Development Regulations are broad growth management bills that reduce local government authority over land use and development regulations, favoring developers. The bills prohibit optional elements of local comprehensive plans from restricting development density or intensity. They also require a supermajority vote for any comprehensive plan amendment that increases development restrictions. Additionally, they allow property owners to sue if a local government fails to adopt a requested comprehensive plan amendment within 180 days, requiring courts to determine compliance with state law without deferring to local government interpretation. The bills further limit local authority over impact fees by narrowing the definition of "extraordinary circumstances." They strictly define such circumstances as events beyond local control that prevent the intended use of impact fee funds, making it harder for cities to justify fee increases beyond statutory limits.
2 April Update: The bill was amended and went to the Senate Community Affairs Committee. The bill remains active.

SB 810: Stormwater Management Systems – This bill would require cities to inspect their stormwater systems every year and sign a Division of Emergency Managment form attesting to the state of those systems.
2 April Update: The bill has been revised and would no longer require an annual inspection.

3rd Report: HB 1183 and SB 1576 exempt cities from liability in connection with a cybersecurity incident if the local entity has substantially complied with current training and cybersecurity standards required by section 282.3185, Florida Statutes.

HB 683 and SB 712 prohibit local governments from regulating synthetic turf installed in single-family residential areas one acre or less in size or enforcing any rules that prevent property owners from installing synthetic turf.

Fourth Report: HB 703 - mandates an authority requiring a provider of broadband, cable, or video services to relocate a facility, the service provider owning or operating such

facility must perform any work upon notice from the authority, and the authority requiring such relocation to pay the entire expense properly attributable to such work. CS/HB 703 was amended to specify that when an authority requires a provider of communications services subject to Communications Services Tax to relocate a facility used to provide such services, the initiating authority must pay the entire expense properly attributable to such work.

Fiscal Analysis:
N/A.

Strategic Plan Item:
No

Staff Report Created By: Tracy London - Paralegal

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 4/25/2023

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
451291-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
Contract Number:	G2Y58	Federal Award Date:	N/A	Vendor Number:	VF596000387001
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 05/21/2024 | 3:30 PM EDT by and between the State of Florida, Department of Transportation, ("Department"), and City of New Smyrna Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

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

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

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

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

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

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

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

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

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9. Project Cost:

a. The estimated total cost of the Project is $1,250,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $1,000,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Contracts of the Agency:

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

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

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

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

    Federal Funded:

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

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

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

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

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

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

State Funded:

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

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

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

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

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

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

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

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

And

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

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

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

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

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

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

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

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

18. Indemnification and Insurance:

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

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

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

This indemnification shall survive the termination of this Agreement."

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

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

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

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

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

19. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

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

AGENCY City of New Smyrna Beach

By: _____

Name: Fred E. Cleveland

Title: Mayor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____ DocuSigned by: C. Jack Adkins 1752524FC337485...

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott DocuSigned by: Daniel McDermott 585E81E26BBA45C...

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The existing administration facility is beyond its useful life expectancy and does not provide space for the administrative and operations staff. This project includes the construction of a new admin building on the site of the existing facility. The new facility will provide for offices and a conference room.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances.

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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EXH-1

AIRPORT TERMINAL BUILDING SKETCH

EXHIBIT

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FL

AVCON

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE: MARCH 2024

SCALE: 0|5 SYY FT.: GRAPHIC

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451291-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	$1,000,000.00
451291-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$250,000.00
	Total Financial Assistance						$1,250,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$1,000,000.00	$250,000.00	$0.00	$1,250,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$1,000,000.00	$250,000.00	$0.00	$1,250,000.00			

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

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

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

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

Luci Taylor
Department Grant Manager Name

DocuSigned by:
5245E1375362400...
Signature

05/21/2024 | 12:00 PM EDT
Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insert District PIO contact info:
800-780-7102

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

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

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ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

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

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

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

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

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

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

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

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

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

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

B. Agency Compliance Certification.

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

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

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

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

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

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

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

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

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

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

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

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

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C. Agency Authority.

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

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

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

1. **Accounting System.**

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

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

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

2. **Good Title.**

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

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

3. **Preserving Rights and Powers.**

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

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

4. **Hazard Removal and Mitigation.**

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

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

5. Airport Compatible Land Use.

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

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

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

6. Consistency with Local Government Plans.

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

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

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

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

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

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

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

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

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

8. **Airport Financial Plan.**

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

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

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

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

10. **Fee and Rental Structure.**

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

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

11. **Public-Private Partnership for Aeronautical Uses.**

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

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

12. **Economic Nondiscrimination.**

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

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

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

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

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

14. **Operations and Maintenance.**

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

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

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

15. **Federal Funding Eligibility.**

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

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

16. **Project Implementation.**

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

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

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

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

18. **Airfield Access.**

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

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

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

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

20. **Consultant, Contractor, Scope, and Costs.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including.

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

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

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

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

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $1,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

The Within and Foregoing Resolution No. 30-24 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on May 14, 2024. Motion was made by Vice Mayor Perrine, and Seconded by Commissioner Hartman, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR FRED E. CLEVELAND	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER LISA MARTIN	Yes
COMMISSIONER JASON MCGUIRK	Yes
VICE MAYOR VALLI PERRINE	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

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

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CERTIFICATION

STATE OF FLORIDA:
COUNTY OF VOLUSIA:
CITY OF NEW SMYRNA BEACH:

I DO HEREBY CERTIFY that the attached copy of Resolution No. 30-24 is a true and accurate copy of the original documents on file at the City of New Smyrna Beach.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach, Florida, to be affixed this 17th day of May 2024.

Kelly McQuillen
City Clerk

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RESOLUTION NO. 30-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION GRANT AGREEMENT FPN #451291-1-94-01 FOR THE CONSTRUCTION OF THE ADMINISTRATION BUILDING AT NEW SMYRNA BEACH MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into an Agreement for the design of construction of the Administration Building at New Smyrna Beach Municipal Airport; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver to the State of Florida Department of Transportation the Public Transportation Grant Agreement for the aforementioned project, FPN #451291-1-94-01.

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

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Public Transportation Grant Agreement, FPN #451291-1-94-01, which agreement is more particularly described as:

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/7/2024

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To: Luciana.Taylor@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2Y58

5/21/2024

CONTRACT INFORMATION

Contract:	G2Y58
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF NEW SMYRNA BEACH
Vendor ID:	F596000387001
Beginning Date of This Agreement:	05/29/2024
Ending Date of This Agreement:	06/01/2027
Contract Total/Budgetary Ceiling:	ct = $1,000,000.00
Description:	This project includes the construction of a new admin building on the site of the existing facility. The new facility wi

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 5/21/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	$1,000,000.00
Financial Project:	45129119401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088719/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $1,000,000.00