City Commission Regular Meeting
Tuesday, November 14, 2023 at 6:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing November as National Hospice and Palliative Care Month

4.B Final Presentation and Selection of the SUNTrail East Coast Greenway: New Smyrna Beach Segment Route Options

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

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

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission Regular Meeting Minutes from August 22, 2023.

7.B Resolution No. 65-23: Consider the adoption of a Resolution, which if adopted, would amend FY 2023-2024 budget.

7.C Resolution No. 66-23: Consider the adoption of a Resolution, which if adopted, would amend Resolution No. 29-22 Volusia ECHO Grant Skate Park Expansion and Improvements.

7.D Consider the approval of Amendment No. 8 to the Consulting Engineering Agreement for Avcon, Inc. - Airport Administrative Building Design Phase.

7.E Consider the approval of purchasing of a John Deere 5100E Tractor for Airport Department.

7.F Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency (CRA) Large-Scale Commercial Facade/Property Improvement Grant Award of $79,997.50 to V Park, LLC for an eligible commercial facade/property improvement project located at 310 and 318 N. Dixie Freeway, New Smyrna Beach.

7.G Consider the approval of an amendment to the Parking Contract between the City of New Smyrna Beach and the First Baptist Church of New Smyrna Beach.

7.H Consider the approval of a revision on Fiscal Year 2024 Blanket PO's Exceeding $25,000.

7.I Consider the approval of a Fire Department Tower 50 repair invoice from South Florida Emergency Vehicles.

7.J Consider the approval of Fiscal Year 2023/24 Edward Byrne Memorial Justice Assistance Grant (JAG-D) in the amount of $5,031 to be utilized for the procurement of Level IIIA Ballistic vests to include trauma plates and concealable carriers for New Smyrna Beach police officers.

7.K Consider a request to accept the 2023-2024, Victims of Crime Grant (VOCA) in the amount of $51,770.

7.L Consider the approval of contracting with T2 Systems for a Text to Pay option for paid parking areas.

7.M Special Event: Consider the approval of the Art Fiesta 2024, to be held on Saturday February 24 and Sunday February 25, 2024.

7.N Special Event: Consider the approval of the Black Heritage Festival 2024, to be held on February 24, 2024 including waiver of associated city event and rental fees.

7.O Special Event: Consider the approval of the bi-weekly Bouchelle Island Food Truck Event, on Fridays starting November 17, 2023 through December 20, 2024.

7.P Special Event: Consider the approval the Christmas Coastal Market 2023, on Saturday November 25, 2023.

7.Q Special Event: Consider the approval of the weekly Food Truck Fridays Event at Messina by the Lake Apartments, ongoing every Friday starting on November 17, 2023.

7.R Special Event: Consider the approval of the Girls Night Out Event 2023, on Thursday November 30, 2023.

7.S Special Event: Consider the approval of the Spark The Spirit Event 2023, on Friday November 24, 2023.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Discussion: 120 Flagler Avenue Options

8.B Retirement Advisory Services - SageView presentation

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Ordinance No. 75-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.33 acres of land located at 1409 Enterprise Avenue.

9.B Ordinance No. 76-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Medium Density Residential for property located at 1409 Enterprise Avenue as part of an overall annexation application.

9.C Ordinance No. 77-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.33 + acres of land to City R-2, Single Family Residential, with an "A" attached for the Airport Height Notification Zone for property located at 1409 Enterprise Avenue as part of an overall annexation application.

10. ORDINANCES - FIRST READING

11. BOARDS AND COMMISSIONS

11.A Economic Development Task Force: Consider the appointment of one (1) citizen to serve an unexpired three-year term, ending on September 1, 2025.

12. MAYOR AND COMMISSION REPORTS

13. CITY CLERK'S REPORT

13.A City Clerk's Report

14. CITY ATTORNEY'S REPORT

15. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or

commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

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

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

PROCLAMATION: RECOGNIZING NOVEMBER AS NATIONAL HOSPICE AND PALLIATIVE CARE MONTH

November 14, 2023

Background:

Haven Professional Liaison Mona McPherson requested the City's support as a testament to our community's commitment to exceptional end-of-life care and our dedication to enhancing the well-being of our residents in their times of need.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Proclamation Recognizing November as National Hospice and Palliative Care Month.pdf

City of New Smyrna Beach
Proclamation
Recognizing November
as
"National Hospice and Palliative Care Month"

WHEREAS, hospice and palliative care provide the highest quality of care to patients and families and bring comfort, love and respect for all those they serve in communities across the nation and here in New Smyrna Beach; and

WHEREAS, for nearly forty-five years, Haven Hospice has helped provide comfort and dignity to thousands of people in Florida, allowing them to live their last months, weeks or days comfortably with the people they love; and

WHEREAS, hospice and palliative care professionals, including physicians, nurses, social workers, therapists, counselors, health aides, and clergy provide comprehensive and compassionate care that make the wishes of each patient and family a priority; and

WHEREAS, the provision of quality hospice and palliative care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care; and

WHEREAS, in an increasingly fragmented and broken health care system, hospice is one of the few sectors that demonstrates how health care can and should work at its best for its patient.

NOW, THEREFORE, I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach, do hereby recognize the month of November 2023, as

"National Hospice and Palliative Care Month"

in New Smyrna Beach and urge all citizens to recognize the importance of hospice and palliative care.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of November 2023.

FRED E. CLEVELAND
MAYOR

ATTEST:

KELLY MCQUILLEN
CITY CLERK

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

FINAL PRESENTATION AND SELECTION OF THE SUNTRAIL EAST COAST GREENWAY: NEW SMYRNA BEACH SEGMENT ROUTE OPTIONS

November 14, 2023

Background:

The Florida Department of Transportation (FDOT) has been developing SUNTrail route plans for their New Smyrna Beach Segment for the last several years. After numerous meetings with staff over the last several months, a public input meeting was held on October 4, 2023 to present two route options to the community and collect public comment. The collected comment cards are attached for Commission consideration. In order to finalize the project estimates and meet the December 4, 2023 grant application deadline, the Commission needs to select from one of the two route options presented. The two route options are identified as either the "Central West Alternative" or the "Central East alternative as indicated on the attached presentation.

Findings:

Request Commission make the final selection of the Final Route Option for the SUNTrail East Coast Greenway: New Smyrna Beach Segment

Fiscal Analysis:

This project will be funded at 100% by FDOT.

Strategic Plan Item:

Yes

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

20231114_GreenwayAltPresentation (003).pdf
2023-10-04_NSB_SignInSheets.pdf
suntrailcomments-10312023160213.pdf

SUNTrail – East Coast Greenway

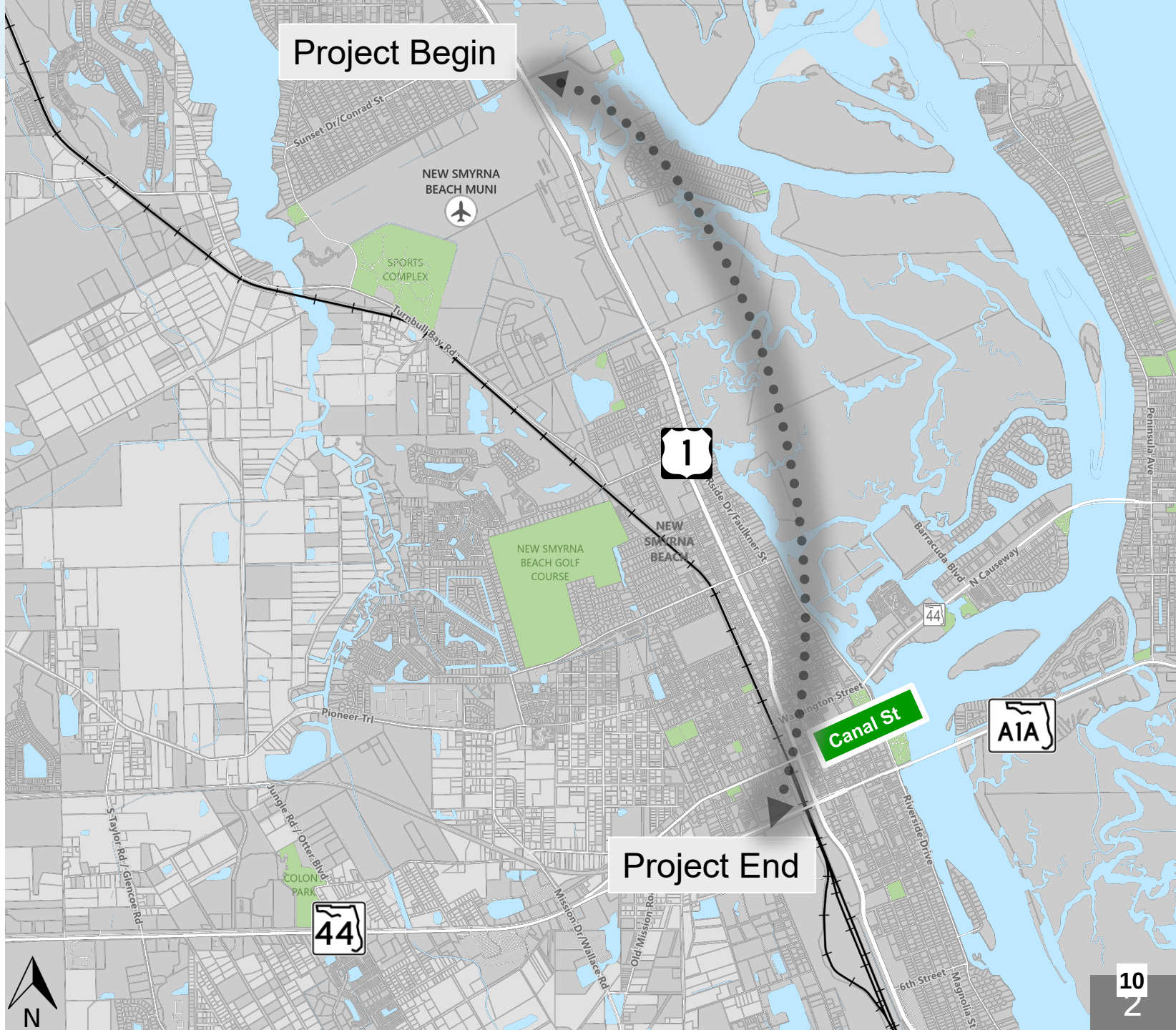
New Smyrna Beach Segment

City Commission

November 14, 2023

Agenda

- Introductions
- Background / History
  - SunTrail Program
  - Project History
- Viable Alternatives
  - Central East
  - Central West
- Alternatives Comparison
- Proposed Next Steps



Background / History



SUN Trails Gap – River to Sea Loop

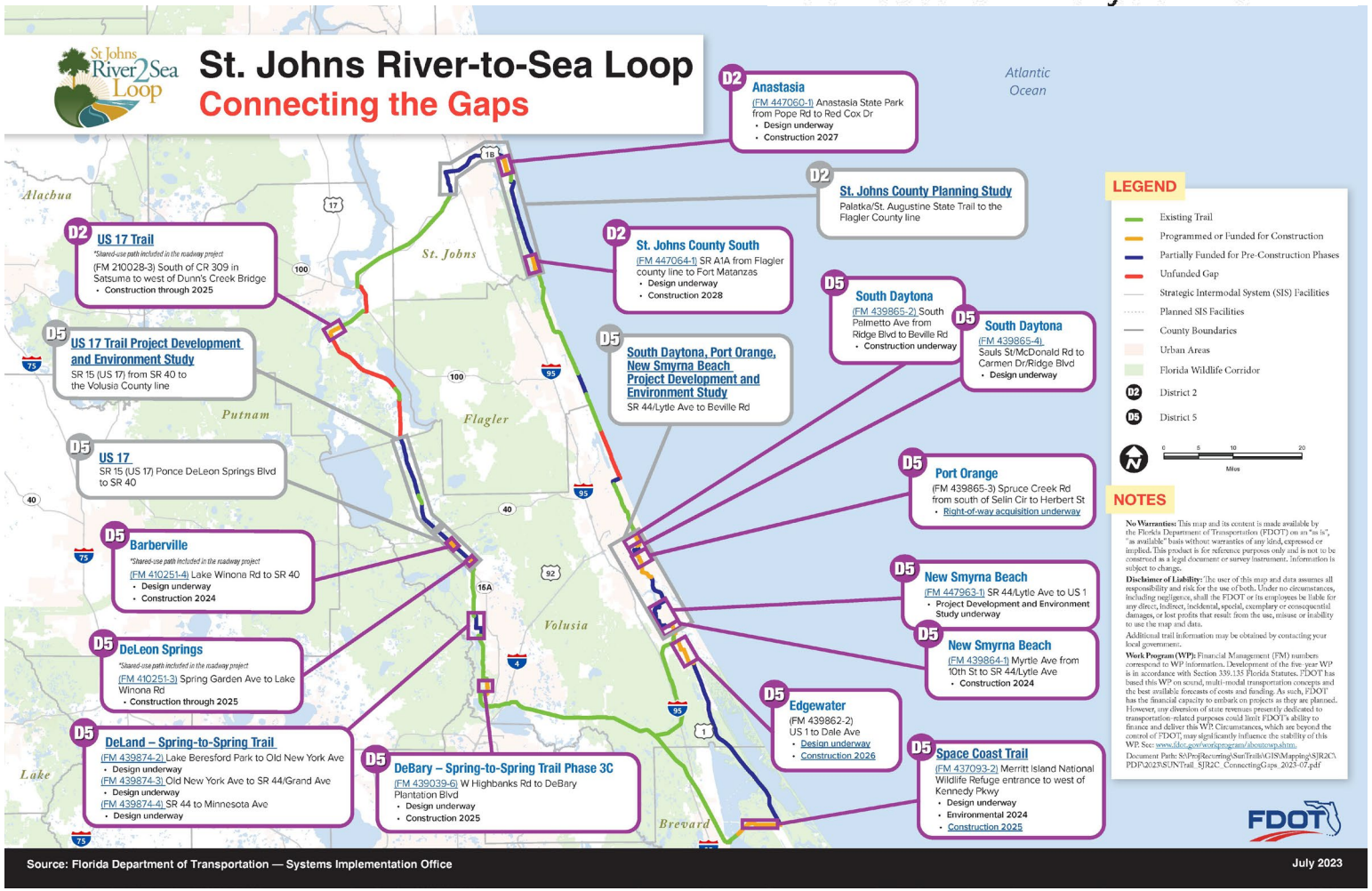
Project purpose:
Identify a feasible route to fill a gap in the SUN Trail network along the St. Johns River-to-Sea Loop (FM 439864-1)

SUN Trail network:

- Is the statewide system of high-priority (strategic) paved trail corridors for bicyclists and pedestrians
- Design is based off a desired 12 ft width
- Implementing projects in the SUN Trail network increases the reliability of Florida's transportation system (FDOT)

New Smyrna Beach

(FM 439864-1) Myrtle Ave from 10th St to SR 44/Lytle Ave



Project Limits & Regional Context

Legend

Initial Routes Considered:

- Prior PD&E (East Route)
- West of Turnbull (West Route)

Viable Alternatives Developed:

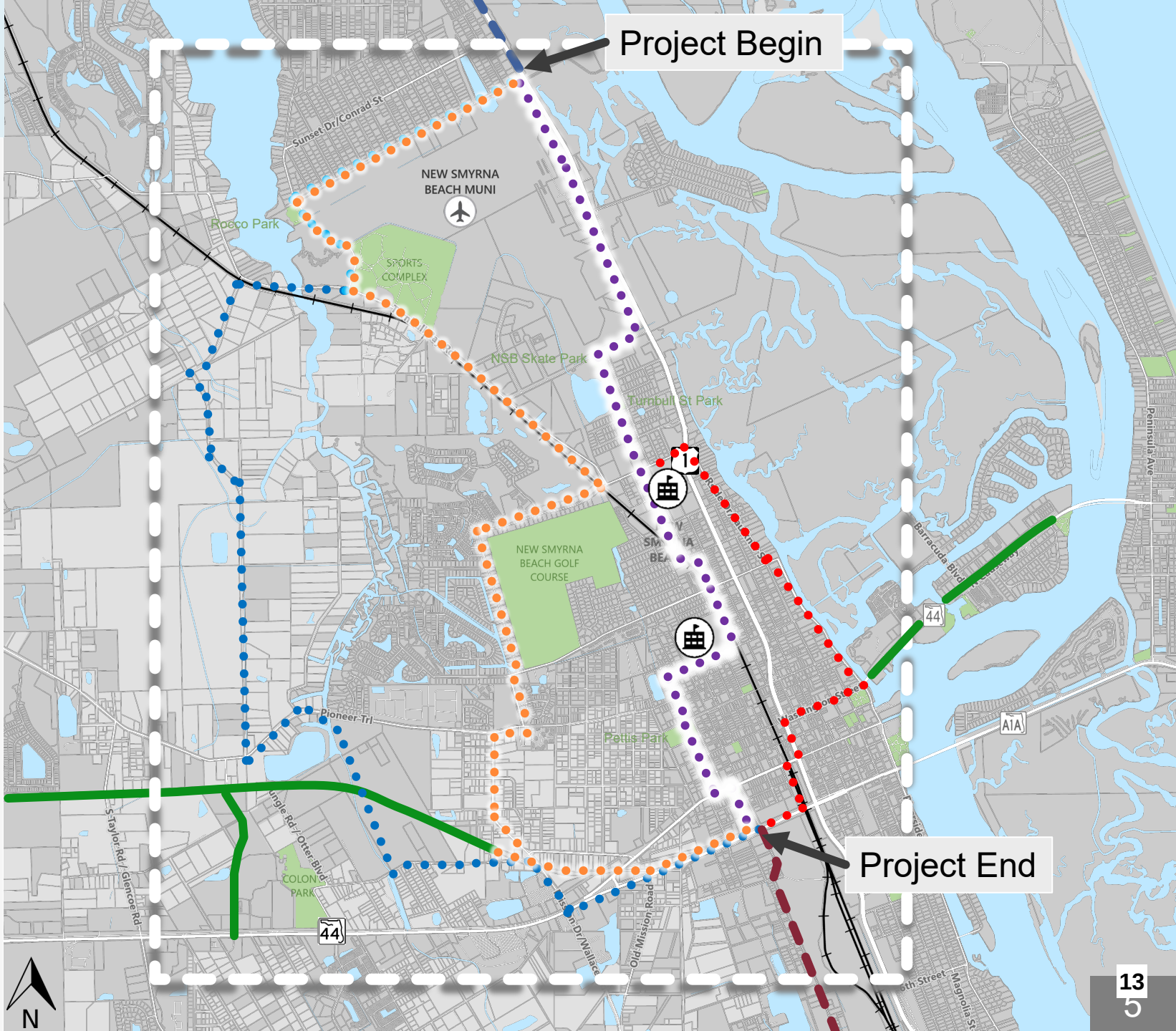
- Central East
- Central West

Existing Trail:

- Existing Trails

Future Trails:

- East Coast Greenway - Volusia County (Funded)
- East Coast Greenway - Volusia County (Partially Funded)



Viable Alternatives Overview

Legend

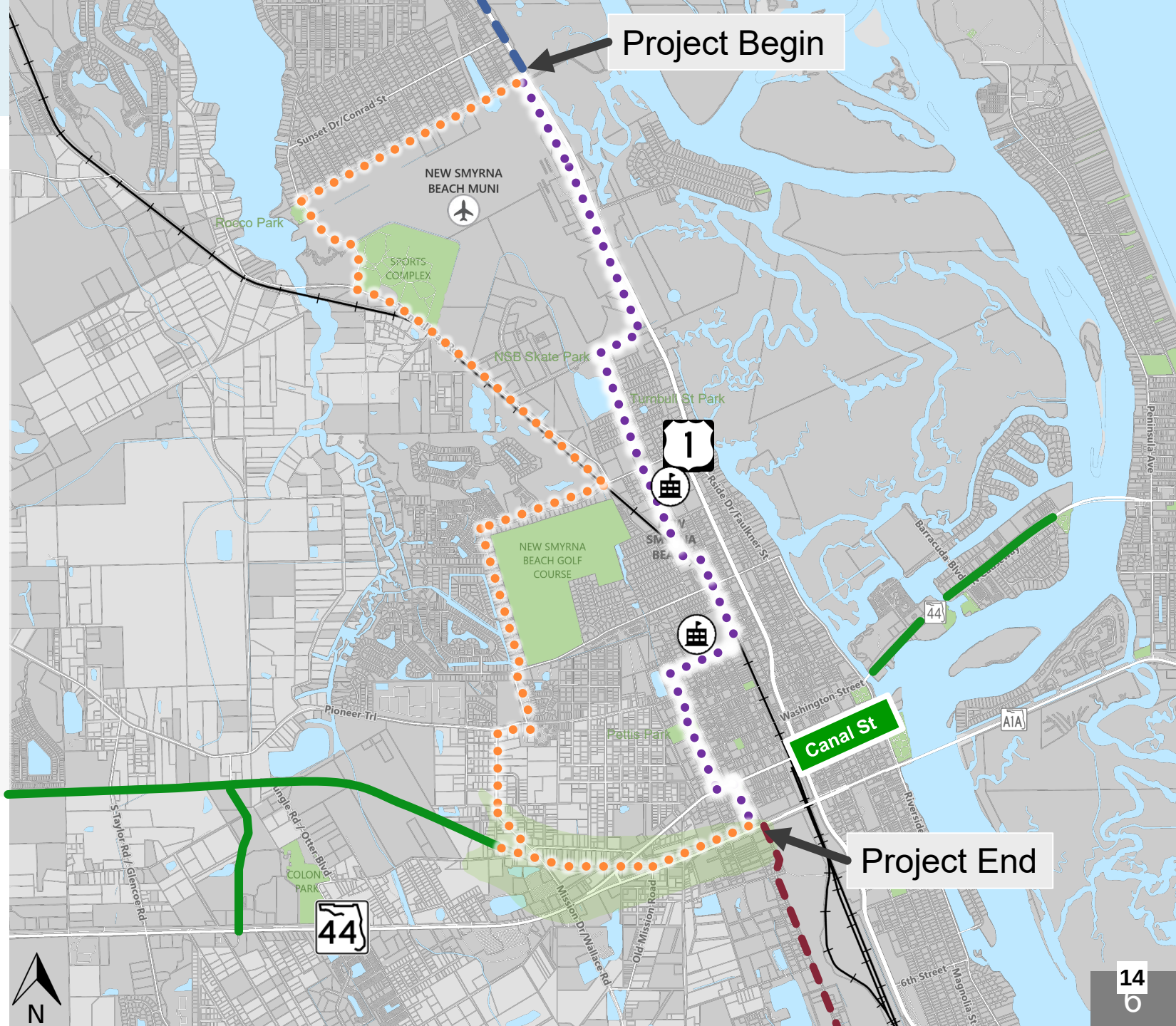
- Central East Alternative
- Central West Alternative

Existing Trail:

- Existing Trails

Future Trails:

- East Coast Greenway - Volusia County (Funded)
- East Coast Greenway - Volusia County (Partially Funded)

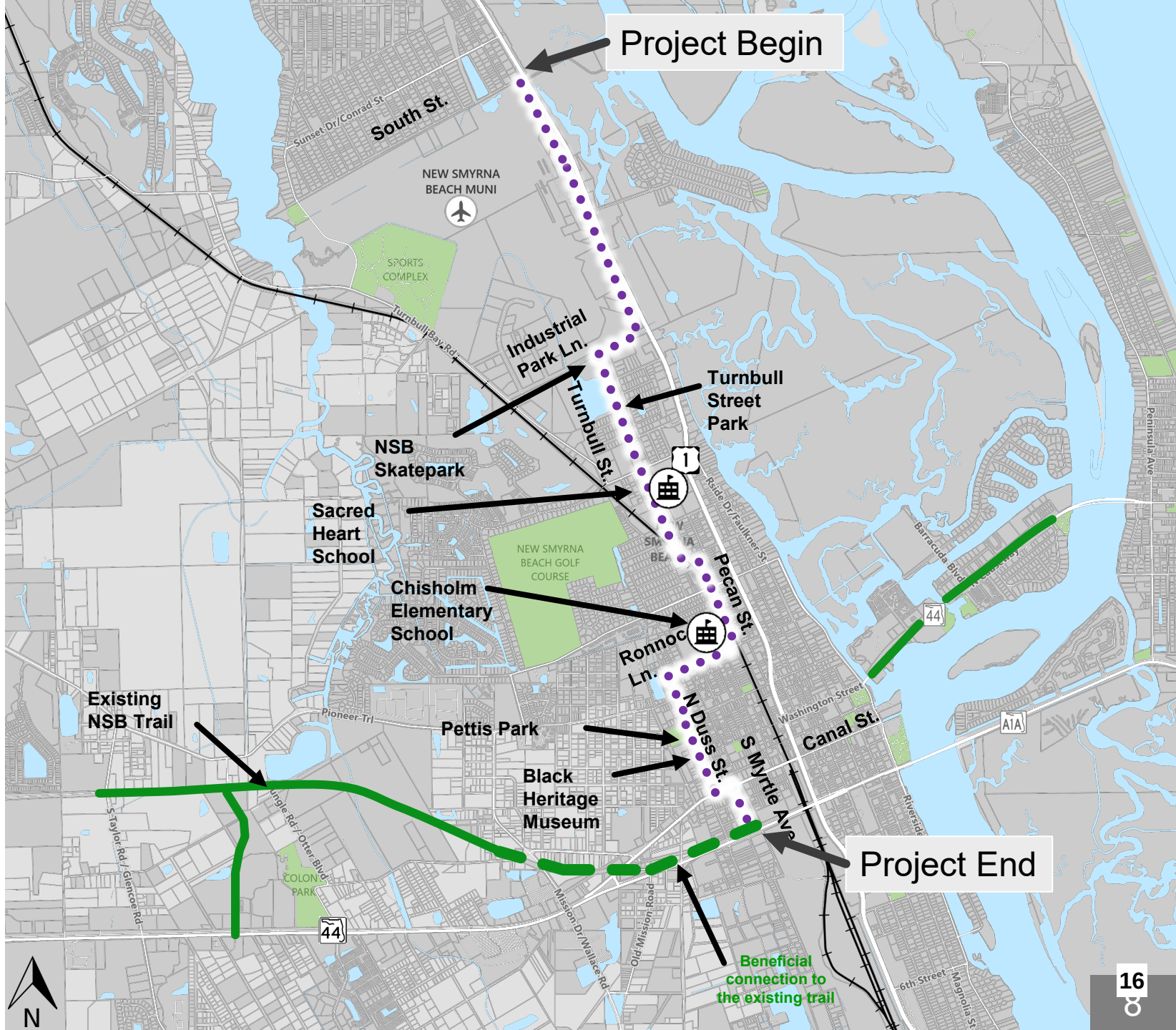


Alternatives



Central East Overview

- Total Length: ~ 3.75 Miles
- Width: 12ft
- Material: Asphalt and/or Concrete
- Expected changes to traffic: Minor
- Avg. Slope: Less than 1%
- Connections to:
  - Chisholm Elementary
  - Sacred Heart School
  - NSB Skatepark
  - Turnbull Street Park
  - Black Heritage Museum
  - Pettis Park



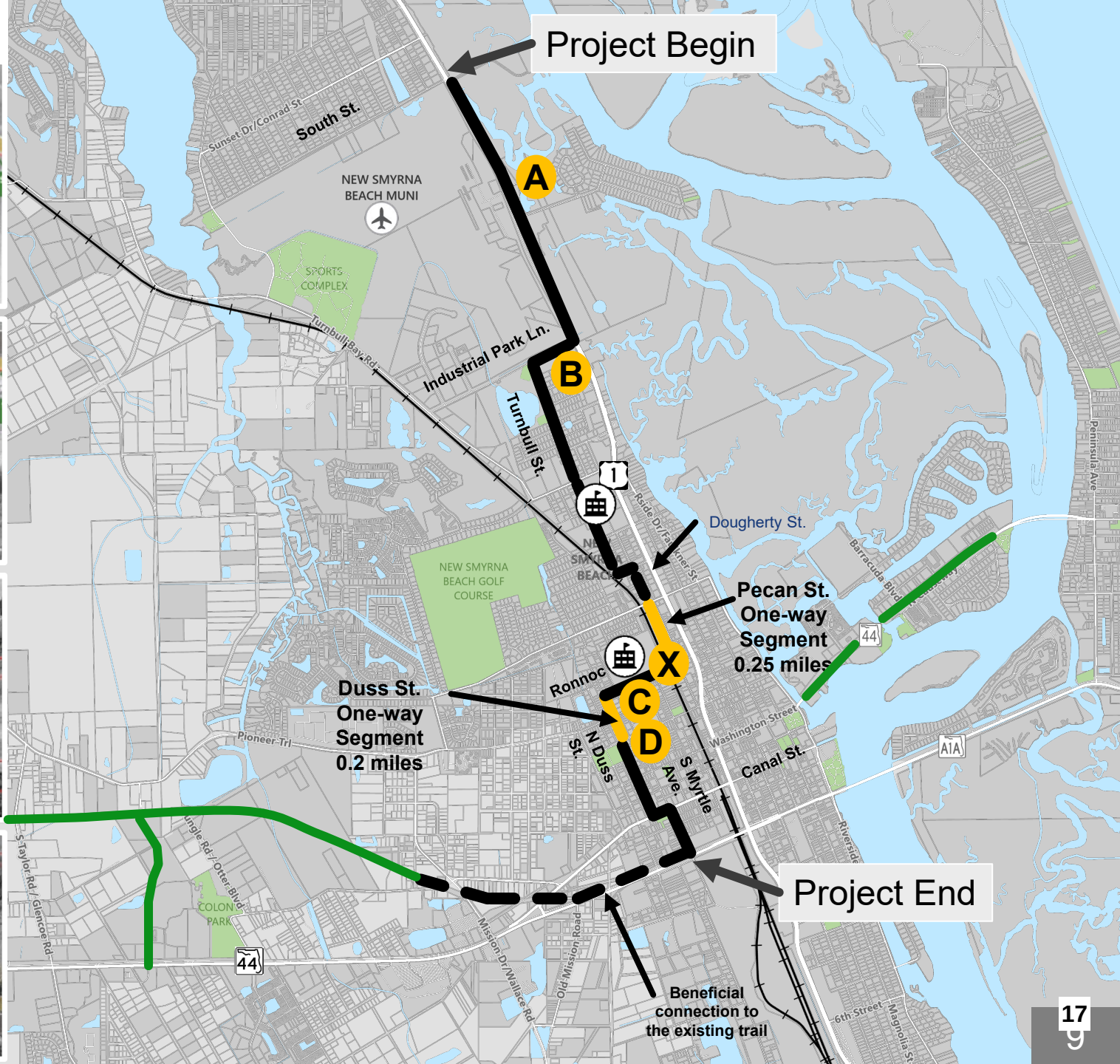
Central East



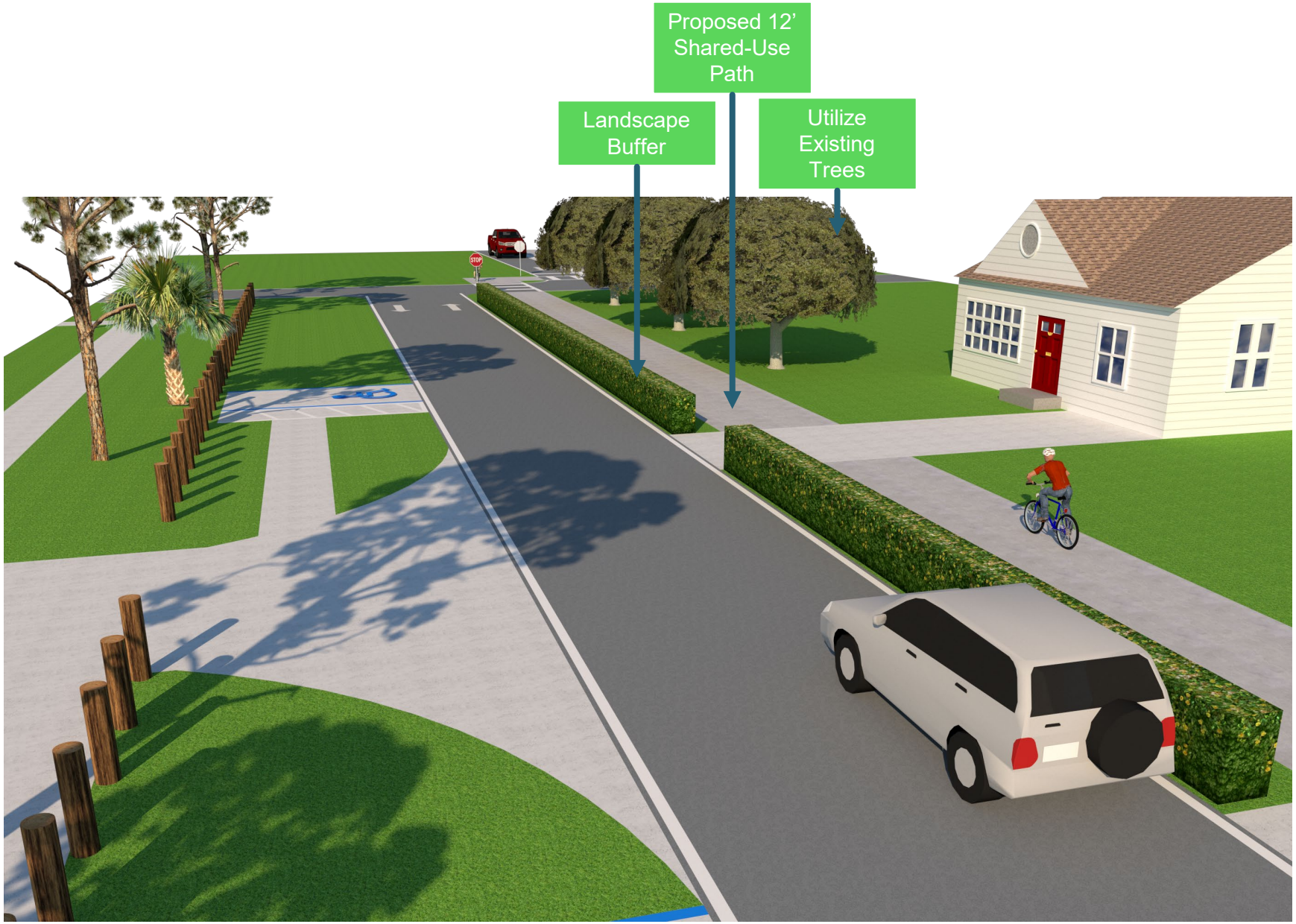


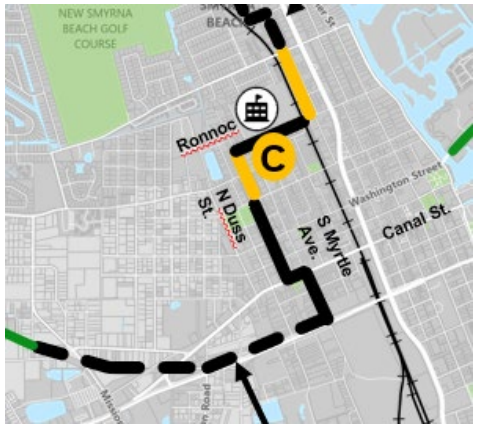






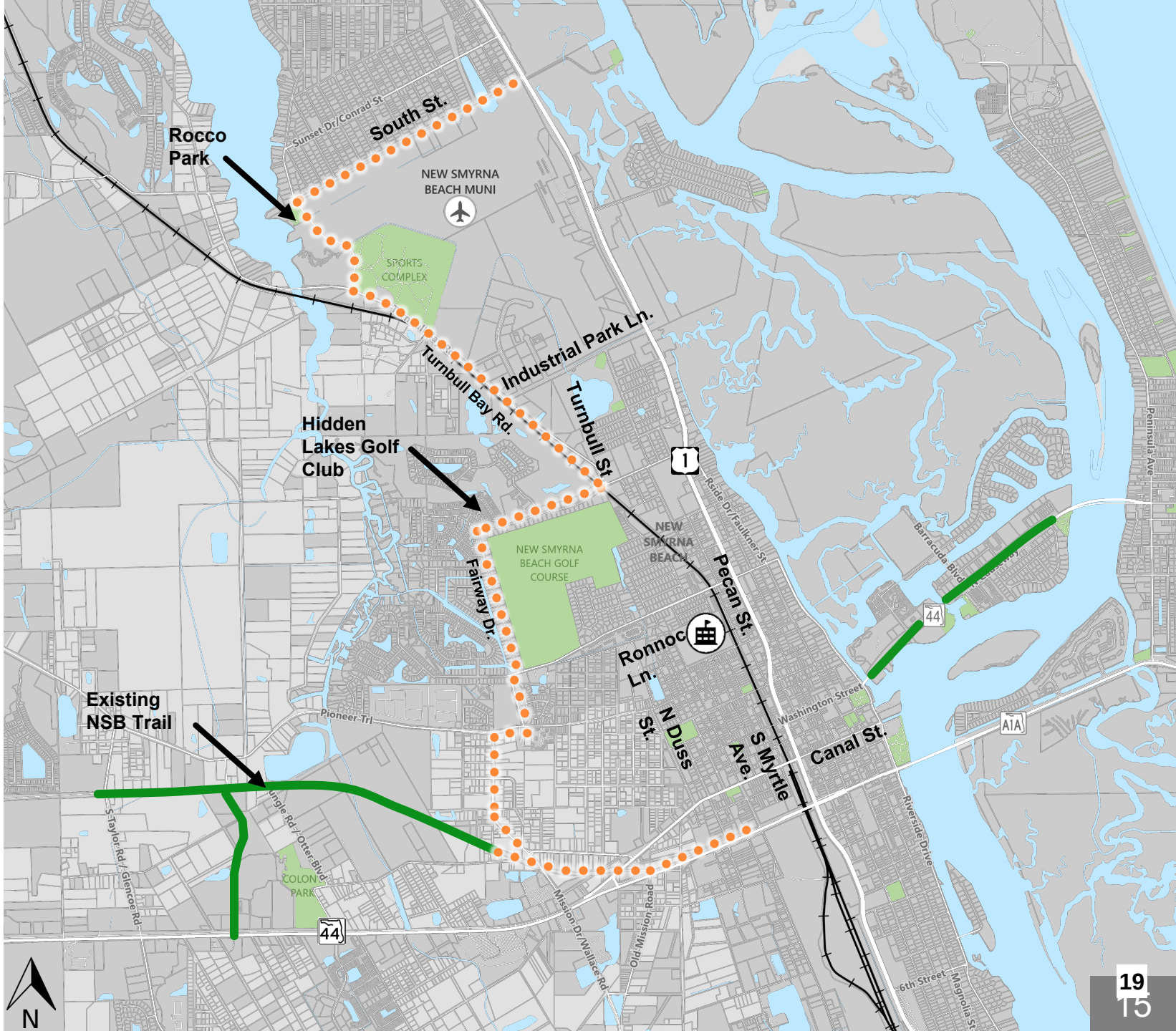
Central East - Conceptual Street View



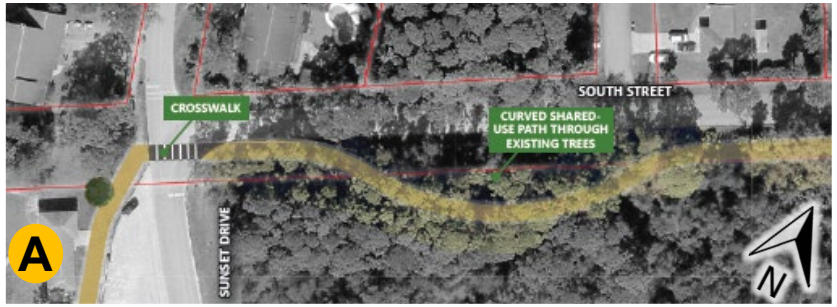


Central West Overview

- Total Length: ~ 6 Miles
- Width: 12ft
- Material: Asphalt and/or Concrete
- Expected changes to traffic: None
- Avg. Slope: Less than 1%
- Connections to:
  - Rocco Park
  - NSB Sports Complex
  - Hidden Lakes Golf Club
  - Existing NSB Trail



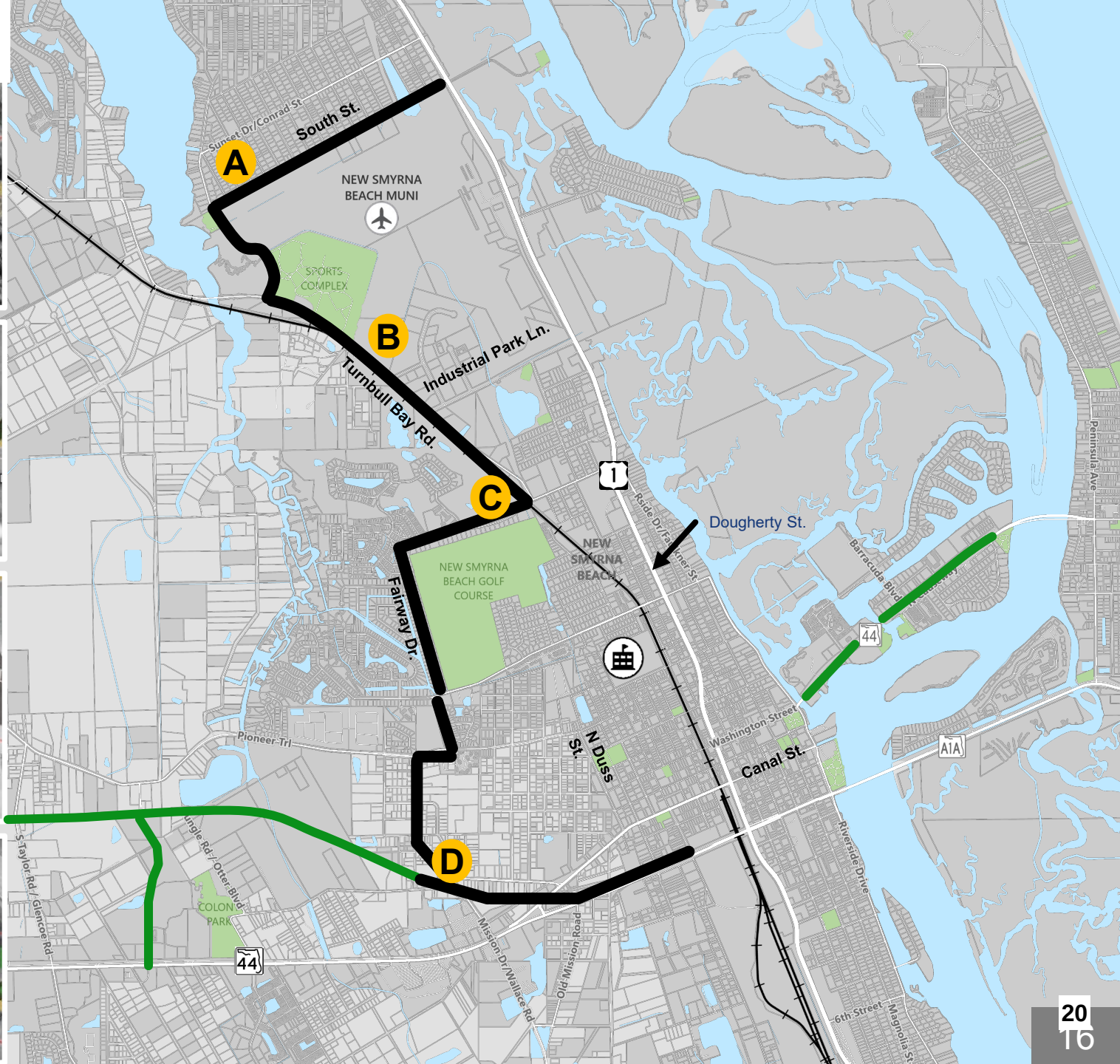
Central West











Central West – Conceptual Street View





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Alternatives Comparison



Alternatives Evaluation Matrix

Category		Central West	Central East
Safety	Shared Use Path Separation from Vehicles	3	2
	Major Roadway Crossings (1 = More)	1	3
	Adjacent Road Speed Limits (3 = Lower Speed)	1	3
	Opportunity for Natural Surveillance	2	3
	Safety	**7**	**11**
Connectivity	Connectivity to Existing Sidewalks	3	1
	Connectivity to Existing New Smyrna Trail	3	1
	Connectivity to Existing Residential Communities	2	3
	Connectivity	**8**	**5**
Accessibility	Access to Commercial/Retail (Existing and Planned)	2	3
	Access to Schools and Community Buildings	2	3
	Access for Disadvantaged Populations	2	3
	Route Clarity (Number of Facility Types Along Route)	3	3
	Accessibility	**9**	**12**
Engineering & Environment	Environmental Impacts (1 = More Impact)	1	2
	Parcels Potentially Impacted (1 = More)	2	2
	Engineering & Environmental	**3**	**4**
Livability	Placemaking/Furnishing Opportunities	3	1
	Planting Opportunities and Existing Shade Trees	3	2
	Health Benefit (Additional Length of Trail Provided)	3	2
	Livability	**9**	**5**
Overall Score (Out of 48)		**36**	**37**

Note: Rating System is on a scale of 1-3 based on qualitative analysis from both desktop and field observations where 3 is the "most desirable" condition and 1 is the "least desirable" condition.

23

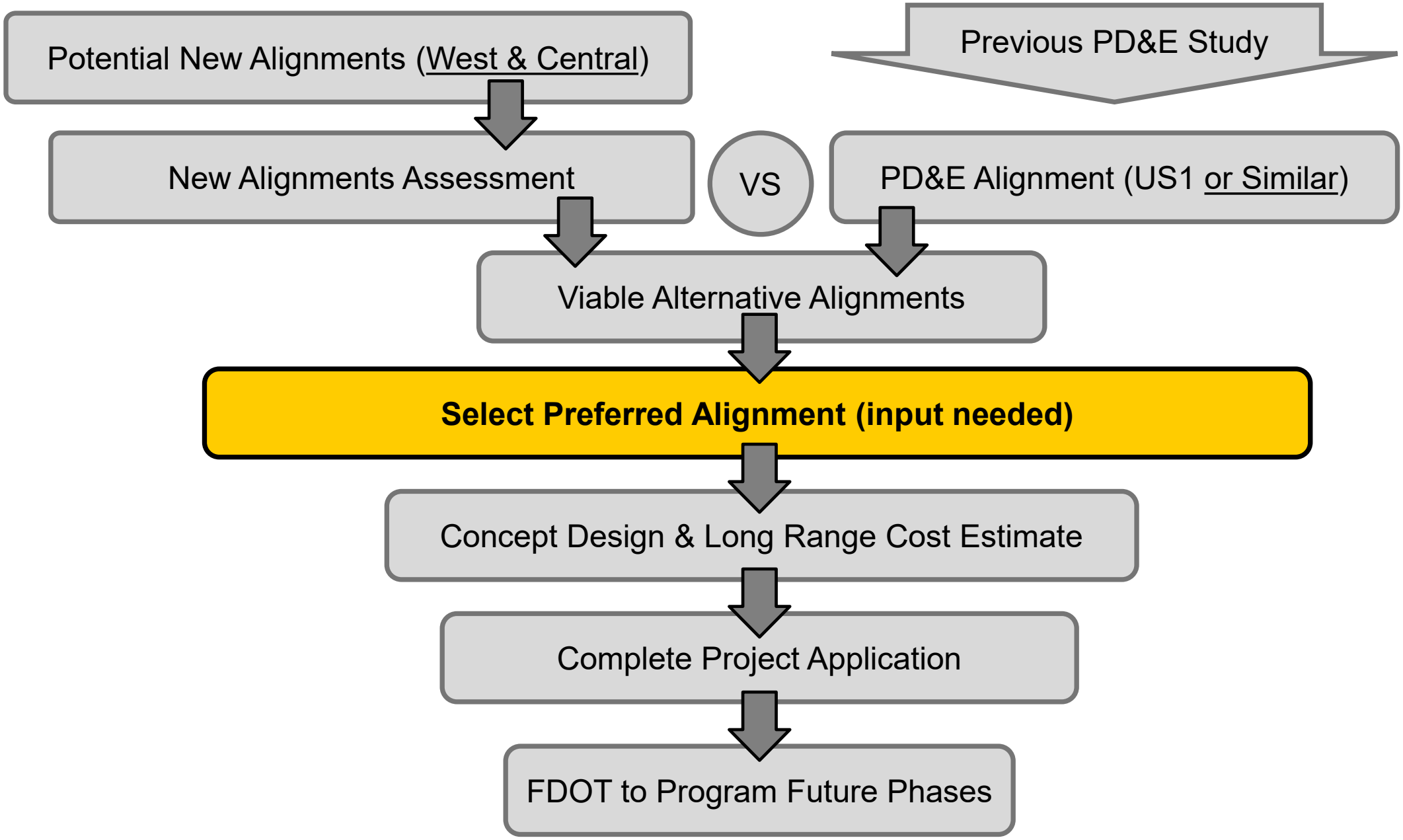
Alternative Highlights

Category	Central West (Suburban character)	Central East (More urban character)
Safety	• Along higher speed roadways • Mostly has wide buffer from the roadway	• Mostly along lower speed local roadways • Closer to the roadway
Connectivity	• Connects to the existing New Smyrna Beach Trail • Connects to existing sidewalks	• Does not Connect to the existing New Smyrna Beach Trail (however connection could be added) • Less connected to existing sidewalks
Accessibility	• Connects to NSB sports complex • Longer / more circuitous (6 miles)	• Proximate to shopping, dining, and cultural destinations & multiple parks • Shorter / more direct (3.75 miles)
Engineering & Environment	• No changes to roadway network • Minimal environmental impact	• Preferred cross section results in one-waying 2 blocks • Minimal environmental impact
Livability	• More space for new shade trees	• Fewer new landscape opportunities

Proposed Next Steps and Timeline

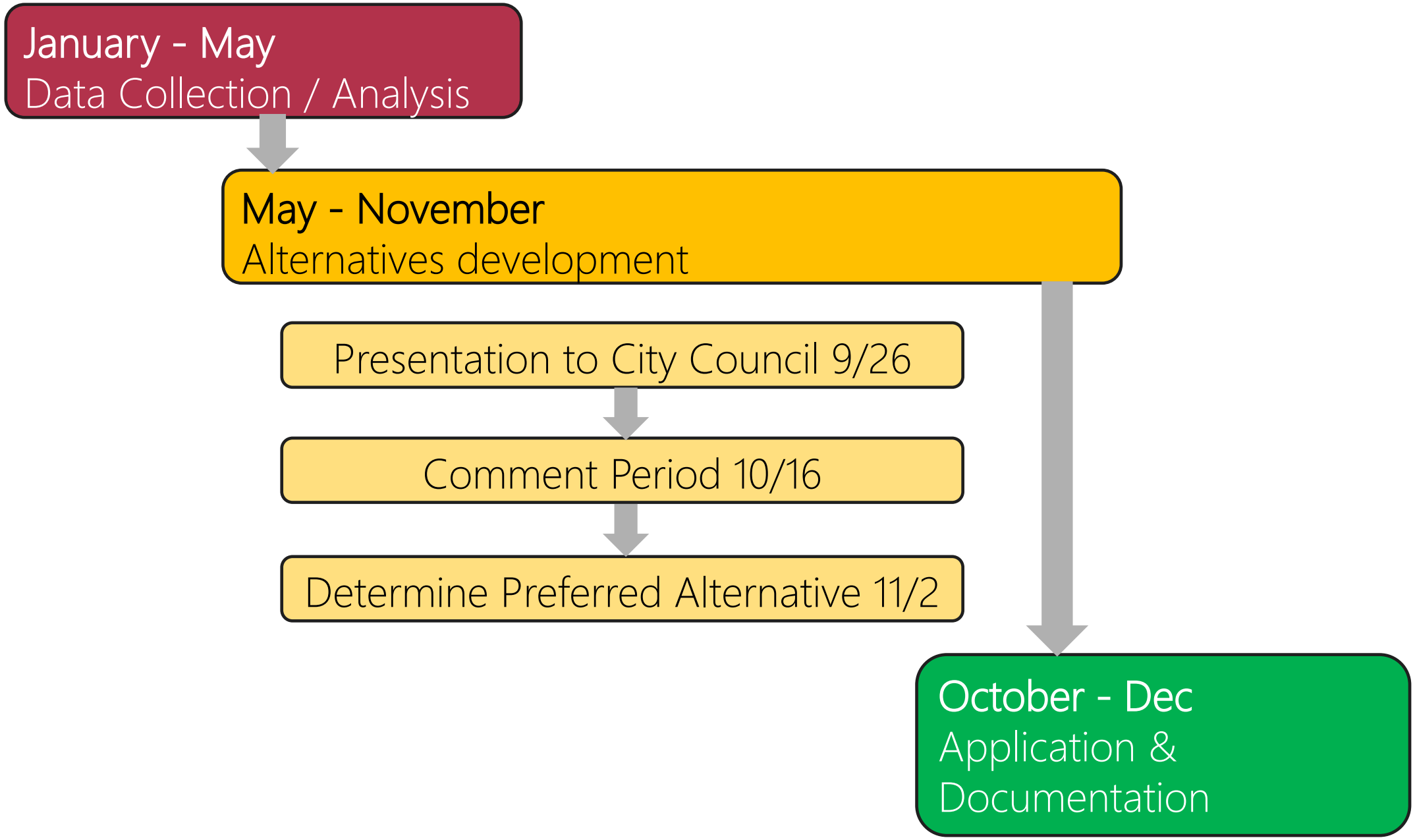


Next Steps



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Schedule


January - May
Data Collection / Analysis
May - November
Alternatives development
Presentation to City Council 9/26
Comment Period 10/16
Determine Preferred Alternative 11/2
October - Dec
Application &
Documentation

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SUN Trail

East Coast Greenway:
New Smyrna Beach Segment

Name	Phone	Email	Organization
Paul Schoelzel	943-5246	Paul.Schoelzel@dot.state.fl.us	FDOT
Lisz Martin	386-690-3100	LMARTIN@CITYOFNSB.COM	NSB
FRED CLEVELAND	386-295-6411	Mayor@cityof	NSB
Valli Perrine		vperrine@cityofnsb	NSB
Jacob Cosat	386-262-9543	jcosat@cityofnsb.com	NSB
Shane Co-bm		sco-bm@cityofnsb.com	NSB
Stephanie Doster	410-2834	Sdoster@city of NSB.com	NSB
Jason McGuirk	386-314-9971	Jmcguirk@cityofnsb.com	NSB
JAY NAGLE	407 429 9939	JCNAGLE4@GMAIL.COM	HomeOwner
TERRY STEPHENS	304-813-5740	cbterrystephens@gmail	TRAIL USER
Debbie Pallemaerts	386-410-3744	foxbicycles@gmail.com	Fox Bicycle Shop
Pastor Pete Carter	386-402-0504	pcarter@bethelnsb.org	Bethel Baptist

For more information about this project, contact:

Ronald Neibert
386-410-2612
rneibert@cityofnsb.com

SUN Trail

East Coast Greenway:
New Smyrna Beach Segment

Name	Phone	Email	Organization
William Scheer	386 562 0313	WScheer1@Outlook.com	—
Bonnie Sorensen	386 295 9534	bsorense@cfl.rr.com	

For more information about this project, contact:

Ronald Neibert
386-410-2612
rneibert@cityofnsb.com

SUN Trail

East Coast Greenway:
New Smyrna Beach Segment

Name	Phone	Email	Organization
Carolyn Cote	386-747-8316		
Stephan Harris	386-226-0422 ext 20428	sharris@ractpo.org	River to Sea TPO
JoAn Goss	386-295-9534	jgoss31@cfl.rr.com	Self

For more information about this project, contact:

Ronald Neibert
386-410-2612
rneibert@cityofnsb.com

SUN Trail

East Coast Greenway:
New Smyrna Beach Segment

SUNTRAIL

Name: Lisa Martin

Email: LMartin@cityofnsb.com

Address:

For more information about this project, contact:
Ronald Neibert
386-410-2612
rneibert@cityofnsb.com

As a grandmother & city of NSB Commissioner,
I vote for Central East

SUN Trail

East Coast Greenway:
New Smyrna Beach Segment

SUNTRAIL

Name: John Goss

Email: jgoss31@cfl.rr.com

Address:

For more information about this project, contact:
Ronald Neibert
386-410-2612
rneibert@cityofnsb.com

I prefer the CENTRAL WEST ALTERNATIVE (the longer quieter Route!

Nice JOB!

SUN Trail
East Coast Greenway:
New Smyrna Beach Segment

SUNTRAIL

Name: William Scheer

Email: WScheer1@Outlook.com

Address: 3658 Cesi Avenue, NSB 32168

For more information about this project, contact:
Ronald Neibert
386-410-2612
rneibert@cityofnsb.com

Preference for the "orange" route as it picks-up the currently orphaned "NSB Trail", while leaving open the possibility of attaching to the current bike path along the NSB Causeway and perhaps make use of the parking lot/bathroom facilities at the Marine Discovery Center (MDC).

SUNTrail

East Coast Greenway:
New Smyrna Beach Segment

Name: Brian DeKrey

Email: Brian@DeKrey.com

Address: 1508 Beacon St, New Smyrna Beach, FL 32169

For more information about this project, contact:

Ronald Neibert
386-410-2612
rneibert@cityofnsb.com

Good Afternoon,

I'd like to request that the CENTRAL EAST routing of the trail be given the most consideration for the following reasons.

-The CENTRAL EAST Route offers a more direct route between the future east coast greenway trail segments

-The CENTRAL EAST Route will offer improved connectivity to a greater number of schools and parks

-The CENTRAL EAST route will offer better connectivity to the pedestrian friendly historic Canal street district

-The CENTRAL EAST offers better connectivity to the Causeway Trail and the pedestrian friendly Flagler Avenue District

-The CENTRAL EAST route will offer a more practical option to keep pedestrian traffic separate from busy US-1

-The CENTRAL EAST route offers much needed connectivity to the Airport and Cunninham Shores neighborhood

-The CENTRAL EAST Route meet the dire need for pedestrian facility on the Section of US-1 east of the airport and North of Riverside Dr.

-The CENTRAL WEST routing is already aligned to slow speed roads, neighborhoods, sidewalks and trails, so it does not offer a meaningful improvement in comparison to the superior CENTRAL EAST Routing

Neibert, Ronald

From: Pete Carter <pcarter@bethelnsb.org>
Sent: Wednesday, October 18, 2023 9:36 PM
To: Neibert, Ronald
Cc: Fred Cleveland; Perrine, Valli; Hartman, Randy; McGuirk, Jason; Martin, Lisa
Subject: NSB Bike Trail Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Ron,

Sorry for getting back so late with a response to the Proposed Bike Trail route; with travel, school and church, I've had my time stretched. It's crazy how these meetings happened yet require such immediate responses.

Just wanted to reiterate some of the things discussed at the meeting.

1. I do not oppose the trail; however, I have grave concerns with the route that will cover Duss Street, between Mary Avenue and Canal Street. It would seem that an alternate route to Milford via Enterprise or Mary then out to Canal Street would be a better option. Additionally, there are some other routes that can be considered, that connects Chisolm to the Babe James Center.

2. The area in question (Duss Street between Mary and Canal) has a few issues:
   a. Drainage... Standing water floods the area at mostly every rain event. (Drains DO NOT WORK)
   b. School Zone with parking area just recently renovated with parallel parking and sidewalk.
   c. Negative impact to the safety buffer zone for small children being loaded and unloaded from vehicles.
   d. This does not accommodate children walking from school, since "no" children use this a primary route from school.
   e. Increase traffic of bicycles may become hazardous to riders, due to restricted visibility of cars coming from driveways.

The other alternative route is highly recommended and supported. There was a page in the presentation material which compared this route (Duss Street) to another and concluded this route (Duss Street) was "not" the most beneficial; therefore, I hope the Duss Street route is not chosen. I truly believe that this will have a "negative" impact in the community.

Thanks,

Pastor L."Pete" Carter Jr., PhD.
Bethel Baptist Church
Bethel Christian Academy
1407 W. Enterprise Avenue
New Smyrna Beach, Florida 32168
(386) 427-8889 (church)
(386) 402-0304 (cell)

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

CITY MANAGER'S REPORT

November 14, 2023

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM_Report_11-14-23.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Khalid Resheidat, City Manager

Re: **City Manager's Report – November 14, 2023**

Date: November 7, 2023

The City Manager, Assistant City Manager, Police Chief, and Parking Enforcement supervisor met with the Parking Task Force Chairman on 11/1/2023. The PTF recommendations were reviewed and discussed, to clarify the direction to be given to the consultant as to the scope of work to develop an action plan. A meeting is scheduled with the consulting firm LTG Engineering and Planning on 11/8/2023. The Commission will be kept up to date as the process progresses.

Commissioner Hartman, Commissioner Martin, City Manager, and staff attended the ribbon cutting 10/27/2023 for the Perrine Produce Improvements. This project was partially funded by a CRA grant.

The City Commission and staff attended the ribbon cutting 10/31/2023 for the new trailhead to the MDC.

The Old Fort Park retaining wall is nearing completion. Back filling was added behind the wall and graded into place. An irrigation system will be installed, and sod put into place. An electrical stub will also be installed for future lighting. The work on the face of the coquina wall will begin in April 2024, once the concrete retaining wall has time to cure and settle.

The notice to proceed was issued 10/10/2023 for the replacement of the Rocco Park Pier, with an estimated completion date in early May 2024.

The City Manager and the Assistant City manager attended the VCARD Local Government Icebreaker event on 11/2/2023 in Daytona.

The Barracuda Bridge is under construction with an estimated completion date 5/5/2024.

The 5th Street Bridge is under construction, with an estimated completion date of 9/1/2024.

The Veterans Day Event is scheduled for 11/11/2023 from 10:00 am – 2:00 pm at Riverside Park.

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

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

CONSIDER THE ADOPTION OF THE CITY COMMISSION REGULAR MEETING MINUTES FROM AUGUST 22, 2023.

November 14, 2023

Background:

A City Commission Regular Meetings was held on August 22, 2023. The meeting minutes are attached for City Commission adoption consideration.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

08-22-23 Reg.pdf

City Commission Regular Meeting
Tuesday, August 22, 2023 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, August 22, 2023 at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin gave the invocation. Airport Advisory Board member and citizen Celeste Lester led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported the following changes to the published agenda. He stated that there were two additions to the Consent Agenda.

- 7.N: Consider the approval to purchase one Fire Engine and two Ladder Trucks from Ten-8 Fire Equipment.

- 7.O: Resolution No. 41-23: Budget Amendment for the Fire Engine and two ladder trucks.

- 9.K: Requested that the item was moved before Item 9.A.

  City Commission consensus allowed item 9.K to be read before 9.A.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

No action

5. CITY MANAGER'S REPORT

5.A City Manager's Report

No action

6. PUBLIC PARTICIPATION

Denise Vezza Maggiore, 509 Canal Street and Studio Vezza owner, commented on seeking financial aid to recoup printing costs for her brochure that included advertisements for Canal Street. She submitted a proposal to the City Clerk and requested that the material was shared with the Commission.

Brandon Mechtel, New Smyrna Beach Police Officer and IUPA President, commented in support of Ordinance No. 55-23.

Francesco Vezza, 509 Canal Street, commented on Canal Street traffic concerns. He shared that there were increased concerns regarding special event street closures. He recommended that in the future. the City close Canal Street, ending at US1 rather than Orange Street to help prevent traffic concerns, including acceleration.

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission and CRA Regular Meeting Minutes from August 8, 2023.

Motion:
Commissioner Martin moved to adopt the August 8, 2023 CRA and City Commission meeting minutes, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.B Resolution 40-23: Consider approval to provide a City of New Smyrna Beach Community Redevelopment Agency $460,000 Grant to the New Smyrna Beach Housing Authority for a Westside Phase 2 Multifamily Housing Development Project submittal to the Florida Housing Finance Corporation Low-Income Housing Tax Credit Program.

Motion:
Commissioner Martin moved to adopt Resolution No. 40-23, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.C Consider the approval of an award of bid to Halifax Paving, Inc. for Taxiway A Reconstruction.

Motion:
Commissioner Martin moved to approve the award of bid to Halifax Paving, Inc. for Taxiway A Reconstruction, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.D Consider the approval of Amendment No. 5 to the Consulting Engineering Agreement for Avcon, Inc. – Taxiway A Rehabilitation Construction Phase Services.

Motion:
Commissioner Martin moved to approve Avcon Amendment No. 5, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.E Consider the approval of a FAA Grant offer for Airport Improvement Program (AIP) Grant Agreement 3-12-0054-028-2023 to Rehabilitate Taxiway A.

Motion:
Commissioner Martin moved to approve the FAA Grant No. 3-12-0054-028-2023 for the Airport Improvement Program (AIP), as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.F Consider the approval of FAA Grant Offer No. 3-12-0054-030-2023 for Air Traffic Control Tower Rehabilitation.

Motion:
Commissioner Martin moved to approve the FAA Grant Offer No. 3-12-0054-030-2023 for Air Traffic Control Tower Rehabilitation, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.G Consider the approval of the Farmer's Market Memorandum of Understanding renewal for one year, to expire on September 30, 2024.

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

7.H Consider the approval of a cooperative agreement between the City of New Smyrna Beach and the City of Port Orange for use of the Port Orange fire training facility.

Motion:
Commissioner Martin moved to approve cooperative agreement for the use of the Port Orange Fire Training Facility, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.I Consider a Request to accept Corbin Park Road Right-of -Way Dedication Deed to the Public for Right-of-Way and Roads from HSC NSB, LLC.

Motion:
Commissioner Martin moved to accept the Corbin Park Road ROW Dedication Deed, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.J Consider the acceptance of a proposal from Dredging & Marine Consultants for the Design, Engineering, Permitting, and Construction Inspection Services for the ADA Dock Replacement at the Brannon Center.

Motion:
Commissioner Martin moved to accept the proposal from Dredging & Marine Consultants for the Design, Engineering, Permitting, and Construction Inspection Services for the ADA Dock Replacement at the Brannon Center, as submitted. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.K Consider the acceptance of a proposal from Dredging & Marine Consultants for the Design, Engineering, Permitting, and Construction Inspection Services for the 27th Avenue Beachside Park Seawall Repair.

Motion:
Commissioner Martin moved to accept the proposal from Dredging & Marine Consultants for the Design, Engineering, Permitting, and Construction Inspection Services for the 27th Avenue Beachside Park Seawall Repair, as submitted. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.L Special Event: Consider the approval of the Canal Street Nights Events, to be held on four Thursdays: October 19, 2023, November 16, 2023, February 15, 2024 and March 21, 2024.

Motion:
Commissioner Martin moved to approve the Canal Street Nights Special Event, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.M Special Event: Consider the approval of the Coastal Woods First Wednesday Food Truck Night Event, every first Wednesday of each month starting on September 6, 2023 through August 7, 2024.

Motion:
Commissioner Martin moved to approve the Coastal Woods First Wednesday Food Truck Special Event, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.N Consider the approval to purchase one Fire Engine and two Ladder Trucks from Ten-8 Fire Equipment.

Motion:
Commissioner Perrine moved to approve the purchase of one Fire Engine and two Ladder Trucks, as submitted. Vice Mayor Hartman seconded the motion, and the motion carried unanimously.

7.O Resolution No. 41-23: Budget Amendment for the Fire Engine and two ladder trucks.

Motion:
Commissioner Martin moved to adopt Resolution No. 41-23, as submitted. Vice Mayor Hartman seconded the motion, and the motion carried unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

No action

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Ordinance No. 44-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone 12 parcels of land located east of North Atlantic Avenue between Crawford Road and Sapphire Road from R-3, Single Family & Two Family Residential to R-3A, Single Family & Two Family Residential.

City Attorney Avallone read Ordinance No. 44-23, the second time, by title only.

A Quasi-Judicial Public Hearing was conducted to consider the adoption of Ordinance No. 45-23.

City Attorney Avallone asked each Commissioner if they swore or affirmed that their decision would be based upon the evidence and testimony presented during the Public Hearing, along with the written materials published in the agenda.

Commissioner Perrine, Commissioner Martin, Vice Mayor Hartman, Commissioner McGuirk and Mayor Cleveland unanimously affirmed that their decision would be based upon the evidence and testimony presented.

City Attorney Avallone shared for the benefit of any citizens present in the audience who may have received a postcard indicating that approval of this item would jeopardize the grandfathered ability to regulate short term rentals, reiterated that the postcard was incorrect, and that Ordinance No. 44-23 did not change or alter existing short-term regulations and would not jeopardize the City's ability to keep current restrictions. She stated that the City did not request a covenant and would not be enforcing a restrictive covenant.

Mayor Cleveland stated that the applicant and participant agreed to the proposed time limits and waved any due process arguments in that regard. He asked both attorney's if they agreed.

Jessica Gow, Applicant Attorney, agreed.

Glenn Storch, Participant Attorney, agreed.

Senior Planner Bob Mathen outlined the Ordinance.

Mr. Storch cross-examined Mr. Mathen.

Ms. Gow outlined a presentation. She invited expert witness Mark Rakowski to the podium to provide the zoning designation history.

Applicant Amy Blakely provided testimony.

Mr. Storch invited expert witness Darren Lear to the podium. Mr. Lear provided information.

Mayor Cleveland opened the Quasi-Judicial Public Hearing.

Kristin Shlick, 511 Pineapple Street in Orlando, supported Ordinance No. 44-23.

Dusty Davidson, 804 North Atlantic Avenue, opposed Ordinance No. 44-23.

Linda McGrath, 302 Beach Way, opposed Ordinance No. 44-23.

Cindy Sneizak, 512 Yupon Avenue, opposed Ordinance No. 44-23.

Ricky Shray, Daytona Beach Construction, opposed Ordinance No. 44-23.

Peggy Douglas, 822 19th Avenue, opposed Ordinance No. 44-23.

Cynthia Lundberg, 400 Cedar Avenue, opposed Ordinance No. 44-23.

Eddie Imbriani, 6 Sand Dune, supported Ordinance No. 44-23.

Tim Lancaster, Edgewater Maintenance Business Owner, supported Ordinance No. 44-23.

Bill Skiffington, 205 Crawford Avenue, opposed Ordinance No. 44-23.

Joyce Braithwaite, 904 North Atlantic Avenue, supported Ordinance No. 44-23.

Laura Imbriani, 6 Sand Dune, shared a letter from a neighbor, Quentin Greene, who supported Ordinance No. 44-23.

Natasja Decamillis, 905 North Atlantic Avenue, supported Ordinance No. 44-23.

Peggy Belflower, 505 South Cooper Street, opposed Ordinance No. 44-23.

Sharon Luebbers, 202 Kirkland Road, opposed Ordinance No. 44-23.

Tom Prior, 202 South Atlantic Avenue, opposed Ordinance No. 44-23.

KayLeigh Russell, property manager, 919 North Atlantic Avenue, supported Ordinance No. 44-23.

Leslie Sachs, 816 East 8th Avenue, opposed Ordinance No. 44-23.

Adam Ochoa, 218 Robinson Road, supported Ordinance No. 44-23.

Jim Nancy, 807 North Atlantic Avenue, supported Ordinance No. 44-23.

Alma Morse, 907 North Atlantic, supported Ordinance No. 44-23.

Amber *(no last name provided),* 1531 Saxon Avenue, supported Ordinance No. 44-23.

Jesse Romero, 707 South Pine Street, opposed Ordinance No. 44-23.

Gene Reynold, 209 Sapphire Road, opposed Ordinance No. 44-23.

Motion:
Commissioner Martin moved to extend the meeting to 11:00 pm. Vice Mayor Hartman seconded the motion, and the motion carried unanimously.

Brooks Weiss, 4314 Gull Cove, opposed Ordinance No. 44-23.
Savannah Parks, 838 East 19th Street, opposed Ordinance No. 44-23.

Mr. Mathen, Mr. Storch and Ms. Gow offered closing remarks.

Mayor Cleveland closed the Quasi-Judicial Public Hearing.

Motion:
Commissioner Martin moved to adopt Ordinance No. 44-23, as submitted. Mayor Cleveland seconded the motion, and the motion carried 3-2 by majority vote, with Commissioner Martin and Mayor Cleveland voting no.

9.B Ordinance No. 45-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.92 + acres for property located at 909 Ingham Road.

City Attorney Avallone read Ordinance No. 45-23, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 45-23.

Senior Planner Bob Mathen outlined the Ordinance.

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

Motion:
Vice Mayor Hartman moved to adopt Ordinance No. 45-23, as submitted.
Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.C Ordinance No. 46-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use Map to City Low Density Residential for property located at 909 Ingham Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 46-23, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 46-23.

Senior Planner Bob Mathen outlined the Ordinance.

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

Motion:
Vice Mayor Hartman moved to adopt Ordinance No. 46-23, as submitted.
Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.D Ordinance No. 47-23: Conduct the Second Reading and Quasi-Judicial Hearing of an Ordinance, which if adopted, would rezone approximately 0.92 acres of land to City R-3CO, Urban Single Family Residential for property located at 909 Ingham Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 47-23, the second time, by title only.

A Quasi-Judicial Public Hearing was conducted to consider the adoption of Ordinance No. 47-23.

Senior Planner Bob Mathen outlined the Ordinance.

Mayor Cleveland opened the Quasi-Judicial Public Hearing. As no citizens wished to speak, Mayor Cleveland closed the Quasi-Judicial Public Hearing.

Motion:
Vice Mayor Hartman moved to adopt Ordinance No. 47-23, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.E Ordinance No. 48-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 5.20 acres of land located at located at 2560 Erena Drive.

City Attorney Avallone read Ordinance No. 48-23, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 48-23.

Senior Planner Bob Mathen outlined the Ordinance.

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

Motion:
Vice Mayor Hartman moved to adopt Ordinance No. 48-23, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.F Ordinance No. 49-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use map to City Rural for property located at 2560 Erena Drive as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 49-23, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 49-23.

Senior Planner Bob Mathen outlined the Ordinance.

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

Cleveland closed the Public Hearing.

Motion:
Vice Mayor Hartman moved to adopt Ordinance No. 49-23, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.G Ordinance No. 50-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 5.20 acres of land to RA, Rural Agriculture located at 2560 Erena Drive as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 50-23, the second time, by title only.

A Quasi-Judicial Public Hearing was conducted to consider the adoption of Ordinance No. 50-23.

Senior Planner Bob Mathen outlined the Ordinance.

Mayor Cleveland opened the Quasi-Judicial Public Hearing. As no citizens wished to speak, Mayor Cleveland closed the Quasi-Judicial Public Hearing.

Motion:
Vice Mayor Hartman moved to adopt Ordinance No. 50-23, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.H Ordinance No. 51-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 1.08 + acres of vacant land located on Pioneer Trail.

City Attorney Avallone read Ordinance No. 51-23, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 51-23.

Senior Planner Bob Mathen outlined the Ordinance.

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

Motion:
Vice Mayor Hartman moved to adopt Ordinance No. 51-23, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.I Ordinance No. 52-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment, changing the Future Land Use map to City Low Density Residnetial for vacant property located on Pioneer Trail as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 52-23, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 52-23.

Senior Planner Bob Mathen outlined the Ordinance.

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

Motion:
Vice Mayor Hartman moved to adopt Ordinance No. 52-23, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.J Ordinance No. 53-23: Conduct the Second Reading and Quasi-Judicial Public Hearing, which if adopted, would rezone approximately 1.08 acres of vacant land to City A-3, Transitional Agriculture for property located on Pioneer Trail as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 53-23, the second time, by title only.

A Quasi-Judicial Public Hearing was conducted to consider the adoption of Ordinance No. 53-23.

Senior Planner Bob Mathen outlined the Ordinance.

Mayor Cleveland opened the Quasi-Judicial Public Hearing. As no citizens wished to speak, Mayor Cleveland closed the Quasi-Judicial Public Hearing.

Motion:
Vice Mayor Hartman moved to adopt Ordinance No. 53-23, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.K Ordinance No. 54-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would designate a Local Landmark status to the Oak Grove Church of Apostolic Faith located at 441 Sheldon Street.

City Attorney Avallone read Ordinance No. 54-23, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 54-23.

Senior Planner Bob Mathen outlined the Ordinance.

Mayor Cleveland opened the Public Hearing.

Reverend James Golden, General Counsel of the Pentecostal Assemblies of the World, opposed Ordinance No. 54-23.

Robert Walker, 803 Spruce Street, commented about the building ownership and history.

Mayor Cleveland closed the Public Hearing.

The Applicant was in the audience and wished to comment. City Attorney Avallone suggested that the Public Hearing be reopened.

Mayor Cleveland re-opened the Public Hearing.

Applicant Linda Teemer-Baker, 400 Howard Avenue, provided information about the Church Charter.

Mayor Cleveland closed the Public Hearing.

Motion:
Commissioner Martin moved to adopt Ordinance No. 54-23, as submitted.
Commissioner McGuirk seconded the motion, and the motion carried unanimously.

10. ORDINANCES - FIRST READING

10.A Ordinance No. 55-23: Conduct the First Reading of an Ordinance, which if adopted during the Second Reading and Public Hearing, would amend Section VIII, B (Holidays), C (Personal Leave), and D (Personal Leave/Managerial Positions) of the Personnel Policies and Procedures of the City of New Smyrna Beach.

No action: continued as a First Reading to the September 12, 2023 meeting

11. BOARDS AND COMMISSIONS

11.A Airport Advisory Board: Consider the reappointments/appointments of three seats expiring on September 9, 2023 to serve three-year terms, expiring on September 9, 2026 and consider an appointment to fill one unexpired seat to serve the remainder of a three-year term, expiring on September 9, 2024.

No action; item continued

11.B Housing Authority: Consider the reappointment of one (1) member to serve a four-year term, expiring on August 31, 2027.

No action; item continued

11.C Utilities Commission: Consider the reappointment of one (1) member to serve a second three-year term, expiring on September 7, 2026.

No action; item continued

11.D Advisory Board Recommendations

No action; item continued

12. MAYOR AND COMMISSION REPORTS

No action

13. CITY CLERK'S REPORT

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 11:03 PM.

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 65-23: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND FY 2023-2024 BUDGET.

November 14, 2023

Background:

This budget amendment modifies the adopted fiscal year 2024 budget by taking funds from Airport Fund Reserves for the purchase of John Deere 5100E tractor from Everglades Equipment Group for $64,324.96 and the purchase of an additional 3 years of warranty coverage for $2,880, for a total amount of $67,204.96. This will replace asset# 11574 that will be sent to auction with sale funds going back into the Airport Fund.

Findings:

In August 2023, the Airport tractor shut down while in use on the airfield, and City Fleet staff were unable to get the tractor back in service. Fleet was able locate only one company locally that would work on a Massey Ferguson and that is Ring Power. They were able to come out the next morning and pick up our tractor and take it back to their shop to determine what repairs would be needed. The first repair quote came back as two phases. Phase 1 cost would $14,024.60 to clean and flush hydraulic system and transmission. Phase 1 of the repair quote could get the tractor back in service but if there is damage to the internal clutches they would need to immediately start Phase 2 of the repairs. Phase two of the repair is estimated at $19,179.32 and is for the internal repairs. Due to August being one of the peak grass growing months the airport had to rent a tractor. Fleet was able to locate us a 4x4 enclosed cab tractor from Ring Power at a cost of $1,942 per month that was available to be delivered within 24 hours. With the 4x4 mower we have noticed productivity increased and with the enclosed cab staff is not as exposed to the summer heat and they have been able to mow in the afternoon showers where in the past they would have to stop. For these reasons it was decided to quote a tractor comparable to the rental model and fleet was able to supply us with quotes and help us determine the best tractor for our needs. John Deere $64,324.96 Kubota $63,831.92 Massey Ferguson $91,881 Fleet and Airport Management recommend purchasing the John Deere tractor through the Sourcewell contract and acquisition will be done by cooperative purchasing. The vendor for this tractor will provide Fleet with an inventory of parts to be stored on site making them readily available for quick repairs as well as an optional extended warranty to cover all major components for up to 5 years. Additionally, this vendor has a loaner fleet of equipment that we would have access to in the event of a major repair needed on the new tractor.

Fiscal Analysis:

Adopted Budget All Funds = $111,308,920

Amended Budget All Funds = $111,351,220

Strategic Plan Item:
No

Staff Report Created By: Sheliza Bhola

Attachments:

Res 65-23 Exhibit A.pdf
Res 65-23 Budget Amendment FY2023-2024.pdf

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2023 - 2024

FUND	ADOPTED BUDGET	RES 60-23	RES 65-23	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 50,605,704			$ 50,605,704
003 - BRANNON CENTER / LIVE OAK	$ 739,394			$ 739,394
004 - GOLF COURSE	$ 2,181,592			$ 2,181,592
101 - STORMWATER	$ 7,319,257			$ 7,319,257
103 - SPECIAL LAW ENFORCEMENT TRUST	$ 25,000			$ 25,000
104 - AIRPORT / INDUSTRIAL PARK	$ 8,098,372		$ 67,300	$ 8,165,672
105 - POLICE IMPACT FEE	$ 425,000			$ 425,000
106 - FIRE IMPACT FEE	$ 300,000			$ 300,000
107 - RECREATION IMPACT FEE	$ 140,000			$ 140,000
109 - TRANSPORTATION CAPITAL PROJECTS	$ 650,000			$ 650,000
113 - BUILDING & INSPECTIONS	$ 4,837,761			$ 4,837,761
115 - PARKING FUND	$ 2,265,407			$ 2,265,407
125 - COMMUNITY REDEVELOPMENT	$ 3,914,935			$ 3,914,935
130 - ARPA FUND	$ -			$ -
204 - DEBT SERVICE FUND	$ 560,872			$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	$ 9,643,381			$ 9,643,381
207 - SRF DEBT SERVICE SINKING FUND	$ 53,310			$ 53,310
208 - DEBT SERVICE 2005 REV REFUND	$ 466,446			$ 466,446
209 - DEBT SERVICE GO BOND 2005	$ 1,783,885			$ 1,783,885
210 - 2013 CAPITAL IMPROVEMENT NOTE	$ 658,284			$ 658,284
211 - CAPITAL NOTE ISLESBORO	$ -			$ -
301 - CAPITAL PROJECTS - TURNBULL CREEK	$ 90,000			$ 90,000
302 - CAPITAL PROJECTS FUND	$ 4,792,180	$ (25,000)		$ 4,767,180
303 - GOB CAPITAL PROJECTS FUND	$ -			$ -
405 - SANITATION	$ 9,825,782			$ 9,825,782
408 - CITY MARINA	$ 403,661			$ 403,661
501 - GARAGE	$ 1,528,697			$ 1,528,697
TOTAL ALL FUNDS	**$ 111,308,920**	**$ (25,000)**	**$ 67,300**	**$ 111,351,220**

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PRJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED	
Total 104 AIRPORT FUND								
104	10430000	389101		APPROPRIATED FUND	68,513	67,300	135,813	Prj#24AP2- John Deere Tractor
104					**REVENUES**	**67,300**		
104	10454201	564204	24AP2	CAPITAL MACHINERY	-	67,300	67,300	Prj#24AP2- John Deere Tractor
104					**EXPENDITURES**	**67,300**		

RESOLUTION NO. 65-23

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

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

SECTION 1. Resolution No. 57-23, which adopted the budget for the City of New Smyrna Beach for the Fiscal Year 2023-2024, and was amended by Resolution No. 60-23 is hereby further amended in order to provide for adjustments in revenues and expenditures.

SECTION 2. That portion of Section 1 of Resolution No. 60-23 reflecting estimated revenues, operating expenditures, and transfers and capital expenditures is hereby amended by increasing or decreasing certain funds identified.

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 11/3/2023

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2023 - 2024

FUND	ADOPTED BUDGET	RES 60-23	RES 65-23	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 50,605,704			$ 50,605,704
003 - BRANNON CENTER / LIVE OAK	$ 739,394			$ 739,394
004 - GOLF COURSE	$ 2,181,592			$ 2,181,592
101 - STORMWATER	$ 7,319,257			$ 7,319,257
103 - SPECIAL LAW ENFORCEMENT TRUST	$ 25,000			$ 25,000
104 - AIRPORT / INDUSTRIAL PARK	$ 8,098,372		$ 67,300	$ 8,165,672
105 - POLICE IMPACT FEE	$ 425,000			$ 425,000
106 - FIRE IMPACT FEE	$ 300,000			$ 300,000
107 - RECREATION IMPACT FEE	$ 140,000			$ 140,000
109 - TRANSPORTATION CAPITAL PROJECTS	$ 650,000			$ 650,000
113 - BUILDING & INSPECTIONS	$ 4,837,761			$ 4,837,761
115 - PARKING FUND	$ 2,265,407			$ 2,265,407
125 - COMMUNITY REDEVELOPMENT	$ 3,914,935			$ 3,914,935
130 - ARPA FUND	$ -			$ -
204 - DEBT SERVICE FUND	$ 560,872			$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	$ 9,643,381			$ 9,643,381
207 - SRF DEBT SERVICE SINKING FUND	$ 53,310			$ 53,310
208 - DEBT SERVICE 2005 REV REFUND	$ 466,446			$ 466,446
209 - DEBT SERVICE GO BOND 2005	$ 1,783,885			$ 1,783,885
210 - 2013 CAPITAL IMPROVEMENT NOTE	$ 658,284			$ 658,284
211 - CAPITAL NOTE ISLESBORO	$ -			$ -
301 - CAPITAL PROJECTS - TURNBULL CREEK	$ 90,000			$ 90,000
302 - CAPITAL PROJECTS FUND	$ 4,792,180	$ (25,000)		$ 4,767,180
303 - GOB CAPITAL PROJECTS FUND	$ -			$ -
405 - SANITATION	$ 9,825,782			$ 9,825,782
408 - CITY MARINA	$ 403,661			$ 403,661
501 - GARAGE	$ 1,528,697			$ 1,528,697
TOTAL ALL FUNDS	**$ 111,308,920**	**$ (25,000)**	**$ 67,300**	**$ 111,351,220**

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PRJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED	
Total 104 AIRPORT FUND								
104	10430000	389101		APPROPRIATED FUND	68,513	67,300	135,813	Prj#24AP2- John Deere Tractor
104					**REVENUES**	**67,300**		
104	10454201	564204	24AP2	CAPITAL MACHINERY	-	67,300	67,300	Prj#24AP2- John Deere Tractor
104					**EXPENDITURES**	**67,300**		

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

RESOLUTION NO. 66-23: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND RESOLUTION NO. 29-22 VOLUSIA ECHO GRANT SKATE PARK EXPANSION AND IMPROVEMENTS.

November 14, 2023

Background:

Resolution No. 29-22 was adopted on June 2, 2022.

ORGINAL APPROVED PROPOSAL

Robert Salazar, Leisure Services Director, presented a budget presentation to City Commission on February 22, 2022 which included a capital improvement project to expand the City's skate park, install a new building, build a vert ramp, improve the parking lot, and install a playground. As a result of that presentation, the City Commission directed staff to research potential grant funding opportunities including an ECHO Grant. The ECHO Technical Completeness Application Deadline for a 2022/2023 ECHO Grant is Thursday, November 10, 2022 at 4:00 p.m. The maximum grant request for a Standard Single-Phase Project is $600,000 annually. Potential funding for this project has been discussed by staff and City Commission previously. This project has been included on the City Manager's potential American Rescue Plan Act (ARPA) list which was review at the May 10, 2022 City Commission meeting. Staff is recommending that the City submit an ECHO Grant application for $500,000 for renovations to the skate park. If approved, this request would be a $500,000 cost from the City upfront and later include a reimbursement from Volusia County of $250,000. The request is to improve the skate park by expanding the actual area available for skating, install a new building to house the skate shop, office, and restrooms, build a vert ramp, improve the parking lot, and install a playground. These improvements will allow the skate park to provide more opportunities for skaters by allowing more skaters to participate simultaneously by expanding the skating area available, draw more skaters to the park with the unique opportunity the vert ramp provides, and will make the park and parking more user friendly with the playground and parking improvements. Staff has consulted with Team Pain on potential construction/work for this project because Team Pain was the original company responsible for the construction of the skate park when it was initially built. Upon approval of this resolution staff will move forward with compiling any missing information on the attached ECHO Grant application which would be required by Volusia County for approval of the grant.

CURRENT STATUS/CHANGES

The mobile trailer/new building to house the skate shop, office, and restrooms was purchased for $173,235 and a Topographical survey was conducted for $24,090. Unfortunately, we have discovered these expenses are not applicable reimbursable items for the ECHO GRANT. Thus leaving the City with a workable budget of $302,675.

$153,850 City Match

$148,825 Echo Grant Match

Scope of Work for the Skate Park will be revised to meet and not exceed the $302,675 budget.

Please See Attached for the Rough Conceptual Plan for a Design/Build. A more detailed Plan will be provided when the Design/Build is complete.

Findings:
Staff is recommending that the City submit an ECHO Grant application for $302,675 for expansion to the skate park.

Fiscal Analysis:
Project Total $500,000
ECHO GRANT $148,825
City Match $153,850
Mobile Trailer & Topographical Survey $197,325

Funds will be carried forward from then available project balance.

Strategic Plan Item:
No

Staff Report Created By: Chad Gibson

Attachments:

Res_29-22_ECHO_Grant_-_Skate_Park_Expansion_and_Improvements (1).pdf
Unsigned 2024-ECHO-Grant-Application for Skatepark Expansion.pdf
Res 66-23 Amending Res 29-22 ECHO Grant Skate Park Expansion and Imrpovements.pdf
Rough Conceptual of Skatepark Expansion.pdf

RESOLUTION NO. 29-22

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE A VOLUSIA COUNTY ECHO GRANT APPLICATION FOR MONIES TO FUND THE SKATE PARK EXPANSION AND IMPROVEMENTS; PROVIDING FOR CERTIFICATION TO VOLUSIA ECHO; DEDICATING $250,000 IN MATCHING FUNDS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is requesting funding from the Volusia County ECHO Program for grant monies towards the skate park expansion and improvements; and

WHEREAS, expanding the area available to skate at the New Smyrna Beach Skate Park will increase the size of the skate park and allow more skaters to safely skate simultaneously; and

WHEREAS, the Volusia County ECHO Program is a capital improvement grant that requires a 50% match; and

WHEREAS, the estimated total for this project is $550,000. The ECHO grant is $250,000 and the $250,000 cash match would come from the American Rescue Plan Act (ARPA); and

WHEREAS, the City Commission deems it is in the best interest of the citizens of the City of New Smyrna Beach to authorize the City Manager to execute an application to Volusia County ECHO Program for matching grant monies to fund the project.

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

SECTION 1: ***Authorization to Execute Application.*** That the City Commission hereby authorizes the City Manager to execute an application to the Volusia County ECHO Program for matching grant monies to fund the project. Said application is more particularly described as follows:

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

SECTION 2: ***Certification to Volusia ECHO.*** The City of New Smyrna Beach certifies to the following:

(a) That all information within the application and accompanying materials is true and correct.

(b) That the City will comply with the conditions of the Grant Award Agreement.

SECTION 3: ***Availability of Funds.*** That the City of New Smyrna Beach has dedicated an amount not to exceed $250,000 in matching funds for the improvements to the project.

SECTION 4: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 5: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

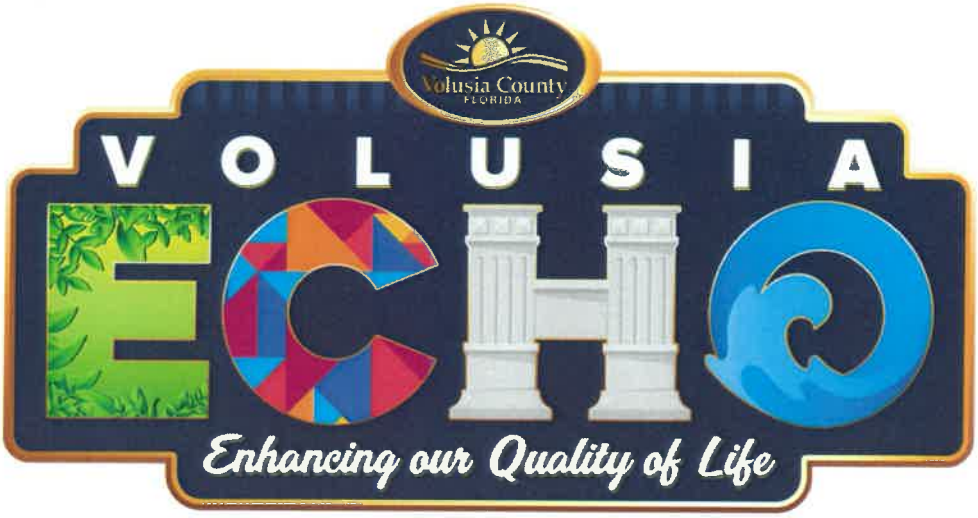
APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 6/2/2022

EXHIBIT "A"



2022 GRANTS-IN-AID

STANDARD & EXCEPTIONAL GRANT APPLICATION

Volusia County
FLORIDA

ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

APPLICANT INFORMATION

1. Applicant (Legal name of organization): **City of New Smyrna Beach**
2. Address (mailing): **210 Sams Ave.**

   City: **New Smyrna Beach** State: **FL** Zip Code: **32168**
3. Type of Organization:

   ☒ Municipal government ☐Volusia County Government

   ☐ Not-for-Profit Corporation classified as a 501(c) (3)
4. Federal ID #: **596000387**

   Florida Not-for-Profit Corporation Charter # (if applicable): NFP Charter Number

   Florida Dept. of Agriculture & Consumer Services Registration # (if applicable): Dept. of Agriculture Number
5. County Council District of Project: ☐1 ☐2 ☒3 ☐4 ☐5
6. Is the project in a Community Redevelopment District (CRA)? ☐Yes ☒No
7. Contact Person:

   Name: **Robert Salazar** Title: **Leisure Services Director**

   Telephone #: **386-410-2890** E-Mail: **rsalazar@cityofnsb.com**
8. Provide the Mission Statement for your organization: Applicant mission statement

FUNDING REQUEST

1. Project Funding (Grant Request Amount and Match Amount):
   a. Standard Grant Request (up to $600,000.00) $ **250,000.00**
   b. Exceptional Grant Request (up to $2,500,000.00) $ Exceptional grant request
   c. Confirmed Match Funds $ **250,000.00**
   d. Total Project Cost (ECHO + Match) $ **500,000.00**
2. Mandatory Workshop was attended by: **Robert Salazar**

   Date of Workshop: **2/24/2022**

3. List any prior year grants received from ECHO (include year, project name and amount of grant):
03-01 Indian River Lagoon Park $290,000 07-13 New Smyrna Beach Skate Park $224,167 10-01 Cross Volusia Trail - Phase I & II $281,853 12-03 Holland Park Acquisition $258,648 14-07 South Atlantic Beachfront Park $335,000 14-04 Otter Lake Improvement Project $300,000 16-05 First Baptist Church Acquisition $400,000 16-06 Live Oak Cultural Center $400,000 17-08 City of New Smyrna Beach 27th Ave Beachfront Park Improvements $220,000 17-09 City of New Smyrna Beach New Smyrna Beach City Annex Restoration $400,000 18-05 City of New Smyrna Beach Alonzo "Babe" James Community Center Splash Pad $215,000 19 -New Smyrna Woman's Club $267,500, 19- Old Fort Wall $90,000**

PROJECT INFORMATION

1. Project Title: **New Smyrna Beach Skate Park Expansion**

   Project Location Address: **245 Industrial Park Ave.**

   City: **New Smyrna Beach** State: **FL** Zip Code: **32168**

2. Type of Project:

   ☒ Renovation ☐ Restoration ☐ New Construction ☐ Acquisition

3. ECHO Category – Select One (review ECHO Guidebook pages 3 - 4):

   ☐ Environmental ☐ Cultural ☐ Historic ☒ Outdoor Recreation

4. The Project Site of Facility is (select one):

   ☒ Owned by Applicant ☐ Leased by Applicant (length of lease): Length of lease

   ☐ Land/Project Management Agreement (length of agreement): Length of agreement

   NOTE: LEASES/AGREEMENTS MUST BE BINDING AND NON-CANCELABLE

5. Is the Project Site/Facility mortgaged or will it be? ☐ Yes ☒ No

PROJECT TEAM

1. List the name and address of the architect, engineer, design consultants and/or general contractor selected. Include the information for the persons signing the Certification of Information and Compliance Form:
   Kyle Fegley, City Engineer
   Todd Alexander, City Capital Projects Manager
   Rob Salazar, Leisure Services Director

Ron Neibert, Asst. City Manager
Khalid Resheidat, City Manager
Tim Payne, Team Pain President/Lead Designer/Builder
James Hedrick, Team Pain Construction Superintendent
Curt Baker, Construction Superintendent

2. List the person/persons who created the budget and describe their experience with this type of project:
Robert Salazar, Leisure Services Director
David Ray, Maintenance Operations Director, Former Leisure Services Director
Jaclyn Walker, Team Pain Project Coordinator

3. If a complete list is not available, explain why (include when the project team will be selected):
Project is in process of getting approved by NSB City Commission to continue. Once project officially approved to proceed team will be finalized.

PROJECT MANAGEMENT TEAM

1. List the name of staff dedicated to this project (include their responsibilities and the amount of time each will be spending on the project per week):
Robert Salazar, Leisure Services, Director: responsible for project construction, completion, monitoring, and coordination between city/design/build team and any other outsourced consultant. Will provide in-house status reports to appropriate staff. Will commit 20% of his time per week to this project.

Todd Alexander, City's Capital Project Manager and Kyle Fegley, City Engineer: responsible for assisting with project construction, completion, monitoring, coordination between city/design/build team and any other outsourced consultant, and project oversight. Will commit 5% of their time to this project per week.

Mayor, City Commission, City Attorney, Finance Director, Asst. City Manager, and City Manager will review and approve. These positions may commit up to 5% of their time per week on this project.

Volusia County
FLORIDA

ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

PROJECT DESCRIPTION

1. Describe the project and explain how it will achieve the goals of Resolution 2020-79 to plan for the future growth of Volusia and enhance the quality of life for its residents (use factual information/documentation to show how this project will accomplish these goals):
   This project is designed to provide greater accessibility and opportunities to the citizens of Volusia County by expanding the area available to skate at the NSB Skate Park. Increasing the size of the skate park will allow for more skaters to safely skate simultaneously and the new features of the park expansion will draw more skaters overall.
2. If applying for an exceptional grant, describe how the project meets the requirements of an exceptional project. An exceptional project means a project of paramount and crucial countywide importance which provides for receipt of services by significantly large numbers of people in all areas of the county. For more information on exceptional projects see page 8 of the ECHO Guidebook.
   N/A
3. Describe the project and construction timeline:
   See attached Proposed Design Work Plan from Team Pain
4. Describe how the green infrastructure and sustainability standards will be used in the project (information can be found at https://www.volusia.org/services/growth-and-resource-management/environmental-management/green-volusia/green-buildings.stml):
   Description of green infrastructure and sustainability standards
5. Describe how the project will comply with the ADA accessibility requirements:
   ADA
6. If applicable, describe any additional phases:
   The current plan is to achieve as many of the aspects of a new building/skate shop with restrooms and vertical ramp, approximate 5,000 sq. foot additional to skate park, ADA parking, and a new playground. These features and amenities may be broken down into phases if necessary depending on funding, timing, community or commission input, etc.

PERFORMANCE MEASURES

1. Explain the project's goals and objectives:
   The goals and objectives of this project are to improve and enhance the overall skating experience patrons receive when they visit the NSB Skate Park as well attracting more visitors to the park. The approximate 5,000 square foot street addition to the park will allow

for more skaters to participate simultaneously. A new building will allow for improved facilities and house a vert ramp which will be a unique feature to the park and Volusia County. Improved parking including ADA accessible spots will improve access to more patrons as the current parking lot is unpaved. Installation of a playground will allow for parents to maximize their park time with their family as the park will now be able to service more members of each family who visits.

2. Elaborate on how these goals and objectives will be measured for the length of the restrictive covenants:
   The expansion and improvement of the skate park goals and objectives will be measured by tracking the attendance at the park on a daily basis over the course of the restrictive covenants as well as by collecting community feedback on recommendations, input, comments, etc. on the park.

RESTRICTIVE COVENANTS

1. Do you agree to comply with the requirement to file a 20-year Restrictive Covenant with the Volusia County Clerk of Court if ECHO Grant is awarded?
   ☒ Yes ☐ No

△ *If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants must be provided with the application.*

△ *Applicants with projects on State or Federal owned lands are automatically exempt from this requirement, but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO agreement for which the grantee is held responsible.*

BUDGET INFORMATION

1. A complete project budget must be submitted in the format provided by the county. Budget must be accurate and realistic (projects will be implemented within the budget set at the time of application).

2. The budget should be presented by each type of funding:
    a. UC = Unencumbered Cash
    b. LM = Land Match
    c. IK = In-kind
    d. PSC = Previously Spent Cash

3. The budget must include temporary and permanent ECHO signage (signs may not be funded with ECHO funding).

Volusia County
FLORIDA

ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

BUDGET DETAIL CHART Construction Phase Expenditures *Add rows as needed*	UC +	LM +	IN-KIND +	PSC	= MATCH	ECHO	TOTAL
General Requirements:							
Mobilization, Waste Collection, etc.	UC	LM	In-Kind	PSC	Total Match	ECHO Request	Total Line Item Amount
Contractor Fees	UC	LM	In-Kind	PSC	Total Match	ECHO Request	Total Line Item Amount
Subtotal	Subtotal UC	Subtotal LM	Subtotal In-Kind	Subtotal PSC	Subtotal Match	Subtotal ECHO Request	Subtotal
Architectural Services:							
Consultant Services	UC	LM	In-Kind	PSC	Total Match	ECHO Request	Total Line Item Amount
Final Construction Drawings	UC	LM	In-Kind	PSC	Total Match	ECHO Request	Total Line Item Amount
Subtotal	Subtotal UC	Subtotal LM	Subtotal In-Kind	Subtotal PSC	Subtotal Match	Subtotal ECHO Request	Subtotal
Site Construction:							
Earthwork	UC	LM	In-Kind	PSC	Total Match	ECHO Request	Total Line Item Amount
Parking Lot	UC	LM	In-Kind	PSC	Total Match	ECHO Request	Total Line Item Amount
Landscaping	UC	LM	In-Kind	PSC	Total Match	ECHO Request	Total Line Item Amount
Subtotal	Subtotal UC	Subtotal LM	Subtotal In-Kind	Subtotal PSC	Subtotal Match	Subtotal ECHO Request	Subtotal
Electric:							
Wiring	UC	LM	In-Kind	PSC	Total Match	ECHO Request	Total Line Item Amount
Smoke Detectors, Security Alarms	UC	LM	In-Kind	PSC	Total Match	ECHO Request	Total Line Item Amount
Subtotal	Subtotal UC	Subtotal LM	Subtotal In-Kind	Subtotal PSC	Subtotal Match	Subtotal ECHO Request	Subtotal
Signage:							

Volusia County
FLORIDA

ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

ECHO Temp Sign	UC	LM	In-Kind	PSC	Total Match	Total ECHO Request	Total Line Item Amount
ECHO Permanent Sign	UC	LM	In-Kind	PSC	Total Match	Total ECHO Request	Total Line Item Amount
Subtotal	Subtotal UC	Subtotal LM	Subtotal In-Kind	Subtotal PSC	Subtotal Match	Subtotal ECHO Request	Subtotal
PROJECT TOTALS	TOTAL UC	TOTAL LM	TOTAL IN-KIND	TOTAL PSC	MATCH TOTAL	ECHO TOTAL	PROJECT TOTAL

Line items should match your project (some examples are Equipment, Metals, Finishes, Wood and Plastic, Thermal, Plumbing). Budgeted match amounts should be placed in the corresponding description column (Unencumbered Cash, Land Match, In-kind Services/Items or Previously Spent Cash).

MATCH DOCUMENTATION

1. All documentation for match must be included in the application as outlined in the ECHO Guidebook pages 9 - 11.

OPERATING FORECAST DETAIL

1. Outline how the facility or project will operate once complete. The narration should include such items (as applicable) as staffing, maintenance requirements, increased programming, fees and memberships. Include a detailed maintenance and replacement plan for the 20-year compliance period:
   Operating forecast

2. Submit a business plan, feasibility study and marketing plan. These plans must be specific to Volusia County and the proposed project:
   Business plan, Feasibility study, Marketing plan

Tips for writing a business plan:

- A business plan is a document detailing a business's future objectives and strategies for achieving them.
- A business plan should be a detailed road map that explains the goals and plans to achieve them.

Tips for writing a feasibility study:

- A feasibility study is an assessment of the practicality of a proposed plan or method that will provide a clear picture of your organization's budget and operations.
- A few factors that should be considered while writing the feasibility study:
  - How will the project provide quality of life benefits to county residents?
  - Have you conducted a survey or public meeting/workshop?
  - Is the project practical?
  - What is the life expectancy of the project?
  - Can the organization maintain the project for the 20 year compliance period?

Tips for writing a marketing plan:

- A marketing plan is an operational document that outlines an advertising strategy an organization will implement to reach its target market.
- The marketing plan should include details on the marketing channels and the campaign.

FISCAL STABILITY

1. **BUSINESS INFORMATION** (not all line items will apply to all applicants)

Operational funding for this organization	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Fundraising, Memberships, Donations, etc.	Prior Completed Year	Current Year	Projected Year	Next Projected Year
County Grants (other than ECHO)	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Grants (Non-County)	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Cash Donations	Prior Completed Year	Current Year	Projected Year	Next Projected Year
TOTALS	Prior Completed Year Total	Current Year Total	Projected Year Total	Next Projected Year Total
Administrative Costs	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Program Costs	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Educational Outreach Programs	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Contractor Services (for this project)	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Marketing & Advertising	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Payroll Total Expense	Prior Completed Year	Current Year	Projected Year	Next Projected Year
TOTAL	Prior Completed Year Total	Current Year Total	Projected Year Total	Next Projected Year Total
Not-for-Profit	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Endowments	Prior Completed Year	Current Year	Projected Year	Next Projected Year
TOTALS	Prior Completed Year Total	Current Year Total	Projected Year Total	Next Projected Year Total
Number of Full-time Employees	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Number of Part-time Employees	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Volunteer Hours	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Value of Volunteer Hours (@ /hr.)	Prior Completed Year	Current Year	Projected Year	Next Projected Year
TOTALS	Prior Completed Year Totals	Current Year Total	Projected Year Total	Next Projected Year Total

2. Has this organization defaulted on any grant in the past five years?
   ☐ Yes ☒ No

   If yes, please explain:
   Explanation of default

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

1. County of Volusia and Local Municipalities must provide a link to their Financial Statement under GASB 34.
   Financial statement link

   The link should include the following documents:
   a. A Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
   b. A Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
   c. An Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.

2. Not-for-Profit Organizations: the required financial information is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years prior to the application deadline, as outlined in the ECHO Guidebook.
   a. Additional supporting documents for Not-for-Profit organizations:
      i. IRS letter granting Not-for-Profit 501 (c) (3) status in Florida.
      ii. The most recent Uniform Business Report (Annual Report) filed with the State of Florida, Division of Corporations.
      iii. Unrestrictive ownership or undisturbed use of facility documentation (unless the project is an acquisition).
      iv. Letter of intent to sell from the owner for Acquisition Projects.

DRAWINGS

1. Drawings are required from ALL applicants (documents must be legible and to scale with legends):
   b. Current drawings and/or excavation plans for the facility.
   a. Site survey with existing structures and site plans with structures.

2. Vacant land acquisition projects shall include:
   a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition.
   b. Proposed structures must include elevations, floor plans and design elements such as landscaping.
3. Street Locator Map (indicate the physical location of the project within the local areas; include road names and "North" for directional reference).

4. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include:
    a. Site Survey
    b. Trees and topography
    c. Civil drawing
    d. Water retention drainage and circulation

5. Preliminary and Schematic Drawings. Drawings should show:
    a. A general model of floor/site plans, showing the location of project elements.
    b. Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at https://ffl.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_2015.pdf).

6. Design and Development Documents. Documents should show more detail including:
    a. Selection of materials and engineering systems involved
    b. Detailed cost estimate
    c. Environmentally sustainable materials

7. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.
    a. Outdoor, trails, parks, sports facilities and playgrounds require a bid set of plans, which are ready to be used for the procurement process.
    b. New construction, facility remodel and historic projects require a set of A&E plans, which are ready to be used for the procurement process.
    c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.

8. Permanent ECHO Sign documents should include site design, materials and site placement.

CERTIFICATION OF INFORMATION AND COMPLIANCE FORM

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY
Signature/Date:
Printed Name: Name
Phone #: Phone Number
OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT
Signature/Date:
Printed Name: Name
Phone #: Phone Number
CHIEF FINANCIAL OFFICER FOR THE APPLICANT
Signature/Date:
Printed Name: Name
Phone #: Phone Number
NOT FOR PROFITS ONLY – PRESIDENT, BOARD OF DIRECTORS
Signature/Date:
Printed Name: Name
Phone #: Phone Number
Executive Board or Board of Directors reviewed and approved this application on (date): Board approval date

PROJECT/CONSTRUCTION TIMELINE CHART

Description (Line Items in Budget) (add lines as needed)	**April - June 2022**	**July - Sept 2022**	**Oct - Dec 2022**	**Jan - March 2023**	**April - June 2023**	**July - Sept 2023**	**Oct - Dec 2023**	**Jan - March 2024**	**April - June 2024**
General Requirements									
Architectural Services									

Attachment Checklist: Please check your application before submitting.

The following items/documentation **must** be included with your application or your application **will not** be scored. All match sources must be secured and proof thereof submitted by the application deadline.

APPLICANT

- ☐ECHO Application, completed and signed
- ☐Mission Statement for Organization
- ☐Proof of ownership or copy of lease
- ☐Restrictive Covenants or Statement agreeing to follow this requirement
- ☐Project Budget Detail Chart
- ☐Official Documentation of Match
- ☐Business Plan
- ☐Feasibility Study
- ☐Marketing Plan
- ☐Fiscal Stability Chart
- ☐Financial Audit Documents (listed in the ECHO Guidebook page 15)
- ☐Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3)
- ☐Completed and signed Drawings
- ☐Street Locator
- ☐Map Site Plan
- ☐Preliminary & Schematic Drawings
- ☐Design & Development Documents
- ☐Construction Documents
- ☐Permanent ECHO Sign Documents
- ☐Certification of Information and Compliance
- ☐Project/Construction Timeline Chart
- ☐Other



2024 GRANTS-IN-AID

STANDARD & EXCEPTIONAL GRANT APPLICATION

APPLICANT INFORMATION

1. Applicant (Legal name of organization): City of New Smyrna Beach
2. Address (mailing): 210 Sams Ave.

   City: New Smyrna Beach

   State: **FL**

   Zip Code: 32168
3. Type of Organization:

   ☒ Municipal government ☐Volusia County Government

   ☐ Not-for-Profit Corporation classified as a 501(c) (3)
4. Federal ID #: 596000387

   Florida Not-for-Profit Corporation Charter # (if applicable): **N/A**

   Florida Dept. of Agriculture & Consumer Services Registration # (if applicable):

   N/A
5. County Council District of Project: ☐1 ☐2 ☒3 ☐4 ☐5
6. Is the project in a Community Redevelopment District (CRA)? ☐Yes ☒No
7. Contact Person:

   Name: **Chad Gibson**

   Title: Capital Improvement Projects and Grant Coordinator

   Telephone #: 386-410-2615

   E-Mail: cgibson@cityofnsb.com
8. Provide the Mission Statement for your organization: Under the authority conferred by the Constitution of the State of Florida, the people of the City of New Smyrna Beach enact this charter as the law of the city ("City of New Smyrna Beach") for the purpose of protecting and enhancing the health, safety, environment, and general welfare of the people; to enable municipal government to provide services and meet the needs of the people efficiently; to allow fair and equitable participation of all persons in the affairs of the city; to provide for transparency, strategic planning, accountability, and ethics in governance and civil service; to ensure our city

fosters fiscal responsibility; to meet the broad needs for a healthy, forward-thinking community by creating an open, diverse, inclusive, and responsive government while preserving our natural resources, rich history, coastal lifestyle, and unique quality of life for our current residents and future generations.

PROJECT INFORMATION

1. Project Title: **New Smyrna Beach Skate Park Expansion**

   Project Location Address: **245 Industrial Park Ave.**

   City: **New Smyrna Beach**

   State: **FL**

   Zip Code: **32168**

2. Type of Project:

   ☐ Renovation ☐ Restoration ☒ New Construction ☐ Acquisition

3. ECHO Category – Select One (review ECHO Guidebook pages 3 - 4):

   ☐ Environmental ☐ Cultural ☐ Historic ☒Outdoor Recreation

4. The Project Site of Facility is (select one):

   ☒ Owned by Applicant ☐ Leased by Applicant (length of lease): Length of lease

   ☐ Land/Project Management Agreement (length of agreement): Length of agreement

   NOTE: LEASES/AGREEMENTS MUST BE BINDING AND NON-CANCELABLE

5. Is the Project Site/Facility mortgaged or will it be? ☐ Yes ☒ No

PROJECT DESCRIPTION

1. Describe the project and explain how it will achieve the goals of Resolution 2020-79 to plan for the future growth of Volusia and enhance the quality of life for its residents (use factual information/documentation to show how this project will accomplish these goals):
   This project is designed to provide greater accessibility and opportunities to the citizens of Volusia County by enhancing the area available to skate at the NSB Skate Park. Increasing the area to skate will allow for more skaters to safely skate simultaneously and the new features of the park expansion will draw more skaters overall. The expansion shall consist of various skate features that may include skate stairs, jersey barriers, ledges, rails, and other street skate elements.

2. If applying for an exceptional grant, describe how the project meets the requirements of an exceptional project. An exceptional project means a project of paramount and crucial countywide importance which provides for receipt of services by significantly large numbers of people in all areas of the county. For more information on exceptional projects see page 8 of the ECHO Guidebook.
   N/A

3. Describe the project and construction timeline:

➢ The ECHO permanent sign for the City of New Smyrna Beach Skatepark Expansion Project is already installed from previous completed ECHO project. The sign is located at the entrance to the park. Will install temporary ECHO sign as well for expansion within 90 days of award.
➢ This will be a design/build, so the RFP for a contractor is TBD, but is estimated to be at the Beginning of January 2024.
➢ Review of RFP's and selection of Contractor through commission is estimated to be in March 2024, but NTP will only be issued after the ECHO award has been accepted.
➢Construction/Design is estimated to start April/June 2024.
➢If additional community feedback is needed, a possible public meeting will be scheduled estimated June 2024.
➢ The entire project is scheduled to be completed by the end of June 2025.

4. Describe how the green infrastructure and sustainability standards will be used in the project (Green Building Standards | US EPA).
   N/A

5. How will the project conserve water and/or promote water efficiency?
   N/A

6. How will the project conserve energy and/or promote renewable energy?
   N/A

7. How will the project, if a new facility, meet the green building standards or certifications?
   N/A

8. Describe how the project will comply with the ADA accessibility requirements:
   The Skatepark will be ADA accessible.

9. If applicable, describe any additional phases:
   N/A

PROJECT TEAM

1. List the name and address of the architect, engineer, design consultants and/or general contractor selected. Include the information for the persons signing the Certification of Information and Compliance Form:
   TBD: Design/Build
   Jesse Meyers, Senior Civil Engineer
   Jesse Kobe, City Capital Projects Manager
   Chad Gibson, Capital Improvement Projects & Grant Coordinator
   Rob Salazar, Leisure Services Director
   Natalia Eckroth, Finance Director
   Ron Neibert, Asst. City Manager
   Khalid Resheidat, City Manager

2. List the person/persons who created the budget and describe their experience with this type of project:
   Khalid Resheidat, City Manager. The city manager Is appointed by the City Commission and serves as the administrative head of City government. He provides general guidance and management to City departments, executes Commission policy and the long-range goals and objectives adopted by the City Commission, coordinates City efforts to accomplish cost savings and increased efficiencies, lobbies the State Legislature for more favorable consideration of City funding and legislative requests, and prepares the City's annual operating budget.

   Natalia Eckroth, Director of Finance. The director of finance is responsible for developing and maintaining a balanced budget for the City of New Smyrna Beach. Her and his team monitors and analyzes ongoing fiscal activity and produces documents and reports to assist

management in financial planning and maximizing the allocation of resources. She is a registered Certified Public Accountant in the State of Florida.

Robert Salazar, Leisure Services Director: The Leisure Services Director develops goals and directs the department while also monitoring operations and the budget. The Leisure Services Director administers, manages, and reviews operations throughout departmental locations including Babe James Community Center, Brannon Center, Sports Complex, Golf Course, Marina, Skate Park, etc. The Leisure Services Director administers contracts and agreements throughout the department. The Leisure Services Director tracks monitors and tracks attendance, revenue, and expenses at all departmental locations.

3. If a complete list is not available, explain why (include when the project team will be selected):
If we are fortunate to receive the ECHO grant, the City of New Smyrna Beach create design criteria for a design/build to hire a general contractor to execute the project work once the construction documents are complete. Upon Notice to Proceed from ECHO, the City will issue terms to submit technical and cost proposals. It is anticipated that the process and award of contract and completion of design and construction will occur within 6 months of ECHO grant award. The target completion to open to the public is June 2025.

PROJECT MANAGEMENT TEAM

1. List the name of staff dedicated to this project (include their responsibilities and the amount of time each will be spending on the project per week):
Robert Salazar, Leisure Services, Director and Chad Gibson, Capital Improvement Projects & Grant Coordinator: responsible for project construction, completion, monitoring, and coordination between city/design/build team and any other outsourced consultant. Will provide in-house status reports to appropriate staff. Will commit 20% of his time per week to this project.

Jesse Kobe, City's Capital Project Manager and Jesse Meyers, Senior Civil Engineer: responsible for assisting with project construction, completion, monitoring, coordination between city/design/build team and any other outsourced consultant, and project oversight. Will commit 5% of their time to this project per week.

Mayor, City Commission, City Attorney, Finance Director, Asst. City Manager, and City Manager will review and approve. These positions may commit up to 5% of their time per week on this project.

PERFORMANCE MEASURES

1. Explain the project's goals and objectives:
   The goals and objectives of this project are to improve and enhance the overall skating experience patrons receive when they visit the NSB Skate Park as well attracting more visitors to the park. Approximately up to 8,000 square feet of street additions to the park will allow for more skaters to participate simultaneously.

2. Elaborate on how these goals and objectives will be measured for the length of the restrictive covenants:
   The enhancement of the skate park goals and objectives will be measured by tracking the attendance at the park daily over the course of the restrictive covenants as well as by collecting community feedback on recommendations, input, comments, etc. on the park.

FUNDING REQUEST

1. Project Funding (Grant Request Amount and Match Amount):
   a. Standard Grant Request (up to $600,000.00) $ **$148,825**
   b. Exceptional Grant Request (up to $2,500,000.00) $ N/A
   c. Confirmed Match Funds $ **$153,850**
   d. Total Project Cost (ECHO + Match) $ **302,675**
2. Mandatory Workshop was attended by: Chad Gibson

   Date of Workshop: 9-28-23
3. List any prior year grants received from ECHO (include year, project name and amount of grant):

03-01 Indian River Lagoon Park $290,000 07-13 New Smyrna Beach Skate Park $224,167 10-01 Cross Volusia Trail - Phase I & II $281,853 12-03 Holland Park Acquisition $258,648 14-07 South Atlantic Beachfront Park $335,000 14-04 Otter Lake Improvement Project $300,000 16-05 First Baptist Church Acquisition $400,000 16-06 Live Oak Cultural Center $400,000 17-08 City of New Smyrna Beach 27th Ave Beachfront Park Improvements $220,000 17-09 City of New Smyrna Beach New Smyrna Beach City Annex Restoration $400,000 18-05 City of New Smyrna Beach Alonzo "Babe" James Community Center Splash Pad $215,000

BUDGET INFORMATION

BUDGET DETAIL CHART Construction Phase Expenditures *Add rows as needed*	UC +	LM +	IN-KIND +	PSC	= MATCH	ECHO	TOTAL
General Requirements:							
Mobilization, Waste Collection, etc.							
Contractor Fees							
Professional Services:							
Skatepark Design							
Construction:							
Earthwork/Excavation							
Concrete Construction							
Skatepark Streetscape Enhancements							
Landscaping							
Specialties							
Picnic tables, trash cans							
Signage:							
ECHO Temp Sign							
ECHO Permanent Sign							
PROJECT TOTALS	$302,675				$153,850	$148,825	$302,675

Line items should be made to match your project (some examples are Equipment, Metals, Finishes, Wood, and Plastic, Thermal, Plumbing). Budgeted match amounts should be placed in the corresponding description column (Unencumbered Cash, Land Match, In-kind Services/Items or Previously Spent Cash).

Request amounts should be compromised of all line items and entered in the detail category heading.

MATCH DOCUMENTATION

1. All documentation for match must be included in the application as outlined in the ECHO Guidebook pages 9 - 11.

RESTRICTIVE COVENANTS

1. Do you agree to comply with the requirement to file a 20-year Restrictive Covenant with the Volusia County Clerk of Court if ECHO Grant is awarded?
   ☒ Yes ☐ No

   △ *If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants must be provided with the application.*

   △ *Applicants with projects on State or Federal owned lands are automatically exempt from this requirement but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO agreement for which the grantee is held responsible.*

OPERATING FORECAST DETAIL

1. Outline how the facility or project will operate once complete. The narration should include such items (as applicable) as staffing, maintenance requirements, increased programming, fees and memberships. Include a detailed maintenance and replacement plan for the 20-year compliance period:
   The skate park will continue to be managed by City of NSB Leisure Services. The park will be staffed with an attendant daily. The skate park offers seasonal camps, skate tournaments, and events throughout the year. The skate park's maintenance is operated through the City's Maintenance Ops department. General Park maintenance and upkeep is done on an as needed.

2. Submit a business plan, feasibility study and marketing plan. These plans must be specific to Volusia County and the proposed project:
   Business Plan

   Vision – to offer a facility to Volusia County residents and visitors that provides exceptional outdoor recreational and skateboarding opportunities.

   Objectives:

1. This project is designed to provide greater accessibility and opportunities to the citizens of Volusia County by expanding the area available to skate at the NSB Skate Park. Increasing the size of the skate park will allow for more skaters to safely skate simultaneously and the new features of the park enhancement will draw more skaters overall.
2. The facility will provide an opportunity for citizens and visitors to participate in special events, tournaments, and other recreational activities related to skating.

Strategies

1. Continue to provide facility access through daily staffing.
2. Promote improved facility as a destination to host events and tournaments.

Action Plan

1. Create marketing/educational material to inform the public about the improvements and opportunities available at the NSB skate park.
2. Host grand opening/ribbon cutting event upon completion project.
3. Promote skate improvements on social media.
4.Invite local pro skaters to park for promotion of improvements.

<u>Feasibility Statement</u>

Services Summary: The city of NSB Skate Park is a well-known skating facility that attracts skating enthusiasts from throughout the state of Florida and nationwide. Currently, the skate shop is operated through a sub-contractor and sells snacks, boards, gear, etc.

Technology: the facility will not add computer data ports and any AV to the facility.

Market Environment: The facility is heavily utilized because of its unique features and skating opportunities. The park is a perfect size for functions or events of less than 50. The City's primary market audience includes residents and people within a 100 mile radius.

Competition: The NSB Skate Park competes for visitors with skate parks in Ormond Beach and throughout central Florida.

Business Model: The City of NSB, a not-for-profit local government agency, operates through a combo of ad valorem taxes, enterprise funds, impact fees, and other fees collected for government services. The City of NSB manages significant assets and accomplishes a balances budget annually.

Operations: The City's Skate Park is managed and operated by the Leisure Services department. No additional staff will be required after this project.

Personnel: no new personnel will be required following the completion of this project.

Timing Considerations: currently the skate park is operational and has no time critical needs. The improvements to the park will only further improve the opportunities available to the community when visiting the skate park.

Final Recommendations: The City of NSB skate park is a well-attended facility that is in need of an updated pro shop, common area, and building for attendees to gather and enjoy. The skate park is an important facility that needs improvements and upgrades to continue to meet the needs of the citizens and visitors that visit the park. These improvements will help to preserve and continue to improve the quality of life of citizens and visitors of Volusia County.

<u>Marketing Plan</u>

Marketing for the Skate Park will coincide with current city of NSB marketing plan and procedures.

Marketing Goal: ensuring the City of NSB skate parks facility, events, and services are available to everyone.

Objective: drive awareness, participation, and interaction through targeted use of media and public relations

Strategies: Utilize city of NSB media vehicles and partner (website and social media) to drive awareness and interest in upcoming programs, events, and activities at Skate Park. Create new promo material (brochures, rack cards, etc.) for print, display, and distribution.

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FISCAL STABILITY

1. **BUSINESS INFORMATION** (not all line items will apply to all applicants)

Operational funding for this organization	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Fundraising, Memberships, Donations, etc.	0	0	0	0
County Grants (other than ECHO)	0	0	0	0
Grants (Non-County)	0	0	0	0
Cash Donations	0	0	0	0
TOTALS	**0**	**0**	**0**	**0**
Administrative Costs	$35,000	$35,000	$35,000	$35,000
Program Costs	$10,000	$10,000	$10,000	$10,000
Educational Outreach Programs	0	0	0	0
Contractor Services (for this project)	0	0	0	0
Marketing & Advertising	$2,500	$2,500	$2,500	$2,500
Payroll Total Expense	$47,500	$47,500	$47,500	$47,500
TOTAL	**$95,000**	**$95,000**	**$95,000**	**$95,000**
Not-for-Profit	0	0	0	0
Endowments	0	0	0	0
TOTALS	Prior Completed Year Total	Current Year Total	Projected Year Total	Next Projected Year Total
Number of Full-time Employees	0	0	0	0
Number of Part-time Employees	1	1	1	1
Volunteer Hours	100	100	100	100
Value of Volunteer Hours (@ /hr.)	$15/hr	$15/hr	$15/hr	$15/hr
TOTALS	$1500	1500	1500	1500

2. Has this organization defaulted on any grant in the past five years?
   ☐ Yes ☒No

   If yes, please explain:
   N/A

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

1. County of Volusia and Local Municipalities must provide a link to their Financial Statement under GASB 34.

https://www.cityofnsb.com/DocumentCenter/View/18299/2022-NSB-ACFR-FINAL

DRAWINGS

1. Drawings are required from ALL applicants (documents must be legible and to scale with legends):
    a. Current drawings and/or excavation plans for the facility.
    a. Site survey with existing structures and site plans with structures.
2. Vacant land acquisition projects shall include:
    a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition.
    b. Proposed structures must include elevations, floor plans and design elements such as landscaping.
3. Street Locator Map (indicate the physical location of the project within the local areas; include road names and "North" for directional reference).
4. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include:
    a. Site Survey
    b. Trees and topography
    c. Civil drawing
    d. Water retention drainage and circulation
5. Preliminary and Schematic Drawings. Drawings should show:
    a. A general model of floor/site plans, showing the location of project elements.
    b. Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at https://ffl.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_2015.pdf).
6. Design and Development Documents. Documents should show more detail including:
    a. Selection of materials and engineering systems involved
    b. Detailed cost estimate
    c. Environmentally sustainable materials
7. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.
    a. Outdoor, trails, parks, sports facilities and playgrounds require a bid set of plans, which are ready to be used for the procurement process.
    b. New construction, facility remodel and historic projects require a set of A&E plans, which are ready to be used for the procurement process.

c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.

8. Permanent ECHO Sign documents should include site design, materials and site placement.

NOTE: This is a design/build project. Sign will be located where existing ECHO sign is located.

CERTIFICATION OF INFORMATION AND COMPLIANCE FORM

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY
Signature/Date:
Printed Name:
Phone #:
OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT
Signature/Date:
Printed Name:
Phone #:
CHIEF FINANCIAL OFFICER FOR THE APPLICANT
Signature/Date:
Printed Name:
Phone #:
NOT FOR PROFITS ONLY – PRESIDENT, BOARD OF DIRECTORS
Signature/Date:
Printed Name:
Phone #:
Executive Board or Board of Directors reviewed and approved this application on (date):

PROJECT/CONSTRUCTION TIMELINE CHART

Description	April - June 2023	July - Sept 2023	Oct - Dec 2023	Jan - March 2024	April - June 2024	July - Sept 2024	Oct - Dec 2024	Jan - March 2025	April - June 2025
General Requirements			x						
Architectural/Construction Services				x					
Commission Approval				x					
Site Construction					x				
Estimated Completion									x

Attachment Checklist: Please check your application before submitting

The following items/documentation **must** be included with your application or your application **will not** be scored. All match sources must be secured and proof thereof submitted by the application deadline.

APPLICANT

- ☐ECHO Application, completed and signed
- ☒Mission Statement for Organization
- ☐Proof of ownership or copy of lease
- ☐Restrictive Covenants or Statement agreeing to follow this requirement
- ☒Project Budget Detail Chart
- ☐Official Documentation of Match
- ☒Business Plan
- ☒Feasibility Study
- ☒Marketing Plan
- ☒Fiscal Stability Chart
- ☒Financial Audit Documents (listed in the ECHO Guidebook page 15)
- ☐Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3)
- ☐Completed and signed Drawings
- ☐Street Locator Map
- ☐Site Plan
- ☐Preliminary & Schematic Drawings
- ☐Design & Development Documents
- ☐Construction Documents
- ☐Permanent ECHO Sign Documents
- ☐Certification of Information and Compliance
- ☒Project/Construction Timeline Chart
- ☐Other

RESOLUTION NO. 66-23

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AMENDING RESOLUTION 29-22; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED APPLICATION TO THE VOLUSIA COUNTY ECHO GRANT FOR MONIES TO FUND THE SKATE PARK EXPANSION AND IMPROVEMENTS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach requests an amendment to Resolution No. 29-22, to reduce the scope of work and the amount of funding requested from the Volusia County ECHO Program for the skate park expansion and improvements; and

WHEREAS, expanding the area available to skate at the New Smyrna Beach Skate Park will increase the size of the skate park and allow more skaters to safely skate simultaneously; and

WHEREAS, the estimated total for this project remains $500,000, however, the City has already paid $197,325 for a topographical survey and a new building to house the skate shop, office, and restrooms; and

WHEREAS, ECHO requires the installation of a temporary and permanent sign, estimated at a total cost of $5,025, that cannot be funded with grant money and will be covered by the City's cash match to the grant; and

WHEREAS, the ECHO grant application is $302,675, with the ECHO grant funds of $148,825, and the $153,850 City cash match being funded through remaining American Rescue Plan Act funds and from a 2022-2023 budget line carryforward; and

WHEREAS, the City Commission deems it is in the best interest of the citizens of the City of New Smyrna Beach to authorize the City Manager to execute an amended application to Volusia County ECHO Program for grant monies to fund the project.

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 amended application to Volusia County ECHO Program for grant monies towards the skate park expansion and improvements. 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 Volusia ECHO.*** The City of New Smyrna Beach certifies to the following:

(a) That all information within the application and accompanying materials is true and correct.

(b) That the City will comply with the conditions of the Grant Award Agreement.

SECTION 3: ***Availability of Funds.*** That the City of New Smyrna Beach has dedicated an amount not to exceed $153,850 in matching funds for the improvements to the project.

SECTION 4: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 5: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

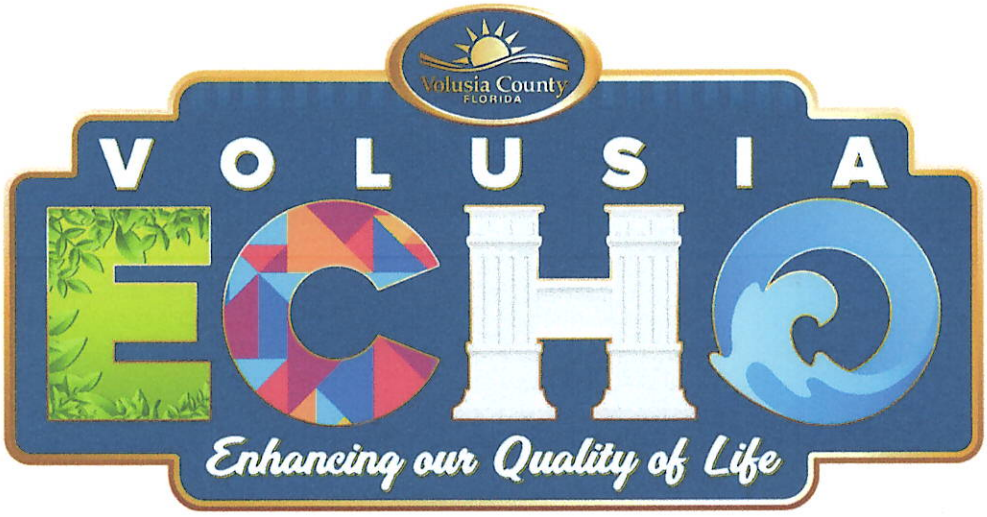
APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/8/2023

EXHIBIT "A"



2024 GRANTS-IN-AID
STANDARD & EXCEPTIONAL GRANT APPLICATION

APPLICANT INFORMATION

1. Applicant (Legal name of organization): City of New Smyrna Beach
2. Address (mailing): 210 Sams Ave.

   City: New Smyrna Beach

   State: **FL**

   Zip Code: 32168
3. Type of Organization:

   ☒ Municipal government ☐Volusia County Government

   ☐ Not-for-Profit Corporation classified as a 501(c) (3)
4. Federal ID #: 596000387

   Florida Not-for-Profit Corporation Charter # (if applicable): **N/A**

   Florida Dept. of Agriculture & Consumer Services Registration # (if applicable):

   N/A
5. County Council District of Project: ☐1 ☐2 ☒3 ☐4 ☐5
6. Is the project in a Community Redevelopment District (CRA)? ☐Yes ☒No
7. Contact Person:

   Name: **Chad Gibson**

   Title: Capital Improvement Projects and Grant Coordinator

   Telephone #: 386-410-2615

   E-Mail: cgibson@cityofnsb.com
8. Provide the Mission Statement for your organization: Under the authority conferred by the Constitution of the State of Florida, the people of the City of New Smyrna Beach enact this charter as the law of the city ("City of New Smyrna Beach") for the purpose of protecting and enhancing the health, safety, environment, and general welfare of the people; to enable municipal government to provide services and meet the needs of the people efficiently; to allow fair and equitable participation of all persons in the affairs of the city; to provide for transparency, strategic planning, accountability, and ethics in governance and civil service; to ensure our city

fosters fiscal responsibility; to meet the broad needs for a healthy, forward-thinking community by creating an open, diverse, inclusive, and responsive government while preserving our natural resources, rich history, coastal lifestyle, and unique quality of life for our current residents and future generations.

PROJECT INFORMATION

1. Project Title: **New Smyrna Beach Skate Park Expansion**

   Project Location Address: **245 Industrial Park Ave.**

   City: **New Smyrna Beach**

   State: **FL**

   Zip Code: **32168**

2. Type of Project:

   ☐ Renovation ☐ Restoration ☒ New Construction ☐ Acquisition

3. ECHO Category – Select One (review ECHO Guidebook pages 3 - 4):

   ☐ Environmental ☐ Cultural ☐ Historic ☒ Outdoor Recreation

4. The Project Site of Facility is (select one):

   ☒ Owned by Applicant ☐ Leased by Applicant (length of lease): Length of lease

   ☐ Land/Project Management Agreement (length of agreement): Length of agreement

   NOTE: LEASES/AGREEMENTS MUST BE BINDING AND NON-CANCELABLE

5. Is the Project Site/Facility mortgaged or will it be? ☐ Yes ☒ No

PROJECT DESCRIPTION

1. Describe the project and explain how it will achieve the goals of Resolution 2020-79 to plan for the future growth of Volusia and enhance the quality of life for its residents (use factual information/documentation to show how this project will accomplish these goals):
   This project is designed to provide greater accessibility and opportunities to the citizens of Volusia County by enhancing the area available to skate at the NSB Skate Park. Increasing the area to skate will allow for more skaters to safely skate simultaneously and the new features of the park expansion will draw more skaters overall. The expansion shall consist of various skate features that may include skate stairs, jersey barriers, ledges, rails, and other street skate elements.

2. If applying for an exceptional grant, describe how the project meets the requirements of an exceptional project. An exceptional project means a project of paramount and crucial countywide importance which provides for receipt of services by significantly large numbers of people in all areas of the county. For more information on exceptional projects see page 8 of the ECHO Guidebook.
   N/A

3. Describe the project and construction timeline:

➢ The ECHO permanent sign for the City of New Smyrna Beach Skatepark Expansion Project is already installed from previous completed ECHO project. The sign is located at the entrance to the park. Will install temporary ECHO sign as well for expansion within 90 days of award.
➢ This will be a design/build, so the RFP for a contractor is TBD, but is estimated to be at the Beginning of January 2024.
➢ Review of RFP's and selection of Contractor through commission is estimated to be in March 2024, but NTP will only be issued after the ECHO award has been accepted.
➢Construction/Design is estimated to start April/June 2024.
➢If additional community feedback is needed, a possible public meeting will be scheduled estimated June 2024.
➢ The entire project is scheduled to be completed by the end of June 2025.

4. Describe how the green infrastructure and sustainability standards will be used in the project (Green Building Standards | US EPA).
   N/A

5. How will the project conserve water and/or promote water efficiency?
   N/A

6. How will the project conserve energy and/or promote renewable energy?
   N/A

7. How will the project, if a new facility, meet the green building standards or certifications?
   N/A

8. Describe how the project will comply with the ADA accessibility requirements:
   The Skatepark will be ADA accessible.

9. If applicable, describe any additional phases:
   N/A

PROJECT TEAM

1. List the name and address of the architect, engineer, design consultants and/or general contractor selected. Include the information for the persons signing the Certification of Information and Compliance Form:
   TBD: Design/Build
   Jesse Meyers, Senior Civil Engineer
   Jesse Kobe, City Capital Projects Manager
   Chad Gibson, Capital Improvement Projects & Grant Coordinator
   Rob Salazar, Leisure Services Director
   Natalia Eckroth, Finance Director
   Ron Neibert, Asst. City Manager
   Khalid Resheidat, City Manager

2. List the person/persons who created the budget and describe their experience with this type of project:
   Khalid Resheidat, City Manager. The city manager Is appointed by the City Commission and serves as the administrative head of City government. He provides general guidance and management to City departments, executes Commission policy and the long-range goals and objectives adopted by the City Commission, coordinates City efforts to accomplish cost savings and increased efficiencies, lobbies the State Legislature for more favorable consideration of City funding and legislative requests, and prepares the City's annual operating budget.

   Natalia Eckroth, Director of Finance. The director of finance is responsible for developing and maintaining a balanced budget for the City of New Smyrna Beach. Her and his team monitors and analyzes ongoing fiscal activity and produces documents and reports to assist

management in financial planning and maximizing the allocation of resources. She is a registered Certified Public Accountant in the State of Florida.

Robert Salazar, Leisure Services Director: The Leisure Services Director develops goals and directs the department while also monitoring operations and the budget. The Leisure Services Director administers, manages, and reviews operations throughout departmental locations including Babe James Community Center, Brannon Center, Sports Complex, Golf Course, Marina, Skate Park, etc. The Leisure Services Director administers contracts and agreements throughout the department. The Leisure Services Director tracks monitors and tracks attendance, revenue, and expenses at all departmental locations.

3. If a complete list is not available, explain why (include when the project team will be selected):
If we are fortunate to receive the ECHO grant, the City of New Smyrna Beach create design criteria for a design/build to hire a general contractor to execute the project work once the construction documents are complete. Upon Notice to Proceed from ECHO, the City will issue terms to submit technical and cost proposals. It is anticipated that the process and award of contract and completion of design and construction will occur within 6 months of ECHO grant award. The target completion to open to the public is June 2025.

PROJECT MANAGEMENT TEAM

1. List the name of staff dedicated to this project (include their responsibilities and the amount of time each will be spending on the project per week):
Robert Salazar, Leisure Services, Director and Chad Gibson, Capital Improvement Projects & Grant Coordinator: responsible for project construction, completion, monitoring, and coordination between city/design/build team and any other outsourced consultant. Will provide in-house status reports to appropriate staff. Will commit 20% of his time per week to this project.

Jesse Kobe, City's Capital Project Manager and Jesse Meyers, Senior Civil Engineer: responsible for assisting with project construction, completion, monitoring, coordination between city/design/build team and any other outsourced consultant, and project oversight. Will commit 5% of their time to this project per week.

Mayor, City Commission, City Attorney, Finance Director, Asst. City Manager, and City Manager will review and approve. These positions may commit up to 5% of their time per week on this project.

PERFORMANCE MEASURES

1. Explain the project's goals and objectives:
   The goals and objectives of this project are to improve and enhance the overall skating experience patrons receive when they visit the NSB Skate Park as well attracting more visitors to the park. Approximately up to 8,000 square feet of street additions to the park will allow for more skaters to participate simultaneously.

2. Elaborate on how these goals and objectives will be measured for the length of the restrictive covenants:
   The enhancement of the skate park goals and objectives will be measured by tracking the attendance at the park daily over the course of the restrictive covenants as well as by collecting community feedback on recommendations, input, comments, etc. on the park.

FUNDING REQUEST

1. Project Funding (Grant Request Amount and Match Amount):
   a. Standard Grant Request (up to $600,000.00) $ **$148,825**
   b. Exceptional Grant Request (up to $2,500,000.00) $ N/A
   c. Confirmed Match Funds $ **$153,850**
   d. Total Project Cost (ECHO + Match) $ **302,675**
2. Mandatory Workshop was attended by: Chad Gibson

   Date of Workshop: 9-28-23
3. List any prior year grants received from ECHO (include year, project name and amount of grant):

03-01 Indian River Lagoon Park $290,000 07-13 New Smyrna Beach Skate Park $224,167 10-01 Cross Volusia Trail - Phase I & II $281,853 12-03 Holland Park Acquisition $258,648 14-07 South Atlantic Beachfront Park $335,000 14-04 Otter Lake Improvement Project $300,000 16-05 First Baptist Church Acquisition $400,000 16-06 Live Oak Cultural Center $400,000 17-08 City of New Smyrna Beach 27th Ave Beachfront Park Improvements $220,000 17-09 City of New Smyrna Beach New Smyrna Beach City Annex Restoration $400,000 18-05 City of New Smyrna Beach Alonzo "Babe" James Community Center Splash Pad $215,000

BUDGET INFORMATION

BUDGET DETAIL CHART Construction Phase Expenditures *Add rows as needed*	UC +	LM +	IN-KIND +	PSC	= MATCH	ECHO	TOTAL
General Requirements:							
Mobilization, Waste Collection, etc.							
Contractor Fees							
Professional Services:							
Skatepark Design							
Construction:							
Earthwork/Excavation							
Concrete Construction							
Skatepark Streetscape Enhancements							
Landscaping							
Specialties							
Picnic tables, trash cans							
Signage:							
ECHO Temp Sign							
ECHO Permanent Sign							
PROJECT TOTALS	$302,675				$153,850	$148,825	$302,675

Line items should be made to match your project (some examples are Equipment, Metals, Finishes, Wood, and Plastic, Thermal, Plumbing). Budgeted match amounts should be placed in the corresponding description column (Unencumbered Cash, Land Match, In-kind Services/Items or Previously Spent Cash).

Request amounts should be compromised of all line items and entered in the detail category heading.

MATCH DOCUMENTATION

1. All documentation for match must be included in the application as outlined in the ECHO Guidebook pages 9 - 11.

RESTRICTIVE COVENANTS

1. Do you agree to comply with the requirement to file a 20-year Restrictive Covenant with the Volusia County Clerk of Court if ECHO Grant is awarded?
   ☒ Yes ☐ No

   △ *If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants must be provided with the application.*

   △ *Applicants with projects on State or Federal owned lands are automatically exempt from this requirement but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO agreement for which the grantee is held responsible.*

OPERATING FORECAST DETAIL

1. Outline how the facility or project will operate once complete. The narration should include such items (as applicable) as staffing, maintenance requirements, increased programming, fees and memberships. Include a detailed maintenance and replacement plan for the 20-year compliance period:
   The skate park will continue to be managed by City of NSB Leisure Services. The park will be staffed with an attendant daily. The skate park offers seasonal camps, skate tournaments, and events throughout the year. The skate park's maintenance is operated through the City's Maintenance Ops department. General Park maintenance and upkeep is done on an as needed.

2. Submit a business plan, feasibility study and marketing plan. These plans must be specific to Volusia County and the proposed project:
   Business Plan

   Vision – to offer a facility to Volusia County residents and visitors that provides exceptional outdoor recreational and skateboarding opportunities.

   Objectives:

1. This project is designed to provide greater accessibility and opportunities to the citizens of Volusia County by expanding the area available to skate at the NSB Skate Park. Increasing the size of the skate park will allow for more skaters to safely skate simultaneously and the new features of the park enhancement will draw more skaters overall.

2. The facility will provide an opportunity for citizens and visitors to participate in special events, tournaments, and other recreational activities related to skating.

Strategies

1. Continue to provide facility access through daily staffing.

2. Promote improved facility as a destination to host events and tournaments.

Action Plan

1. Create marketing/educational material to inform the public about the improvements and opportunities available at the NSB skate park.

2. Host grand opening/ribbon cutting event upon completion project.

3. Promote skate improvements on social media.

4.Invite local pro skaters to park for promotion of improvements.

<u>Feasibility Statement</u>

Services Summary: The city of NSB Skate Park is a well-known skating facility that attracts skating enthusiasts from throughout the state of Florida and nationwide. Currently, the skate shop is operated through a sub-contractor and sells snacks, boards, gear, etc.

Technology: the facility will not add computer data ports and any AV to the facility.

Market Environment: The facility is heavily utilized because of its unique features and skating opportunities. The park is a perfect size for functions or events of less than 50. The City's primary market audience includes residents and people within a 100 mile radius.

Competition: The NSB Skate Park competes for visitors with skate parks in Ormond Beach and throughout central Florida.

Business Model: The City of NSB, a not-for-profit local government agency, operates through a combo of ad valorem taxes, enterprise funds, impact fees, and other fees collected for government services. The City of NSB manages significant assets and accomplishes a balances budget annually.

Operations: The City's Skate Park is managed and operated by the Leisure Services department. No additional staff will be required after this project.

Personnel: no new personnel will be required following the completion of this project.

Timing Considerations: currently the skate park is operational and has no time critical needs. The improvements to the park will only further improve the opportunities available to the community when visiting the skate park.

Final Recommendations: The City of NSB skate park is a well-attended facility that is in need of an updated pro shop, common area, and building for attendees to gather and enjoy. The skate park is an important facility that needs improvements and upgrades to continue to meet the needs of the citizens and visitors that visit the park. These improvements will help to preserve and continue to improve the quality of life of citizens and visitors of Volusia County.

Marketing Plan

Marketing for the Skate Park will coincide with current city of NSB marketing plan and procedures.

Marketing Goal: ensuring the City of NSB skate parks facility, events, and services are available to everyone.

Objective: drive awareness, participation, and interaction through targeted use of media and public relations

Strategies: Utilize city of NSB media vehicles and partner (website and social media) to drive awareness and interest in upcoming programs, events, and activities at Skate Park. Create new promo material (brochures, rack cards, etc.) for print, display, and distribution.

FISCAL STABILITY

1. **BUSINESS INFORMATION** (not all line items will apply to all applicants)

Operational funding for this organization	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Fundraising, Memberships, Donations, etc.	0	0	0	0
County Grants (other than ECHO)	0	0	0	0
Grants (Non-County)	0	0	0	0
Cash Donations	0	0	0	0
TOTALS	**0**	**0**	**0**	**0**
Administrative Costs	$35,000	$35,000	$35,000	$35,000
Program Costs	$10,000	$10,000	$10,000	$10,000
Educational Outreach Programs	0	0	0	0
Contractor Services (for this project)	0	0	0	0
Marketing & Advertising	$2,500	$2,500	$2,500	$2,500
Payroll Total Expense	$47,500	$47,500	$47,500	$47,500
TOTAL	**$95,000**	**$95,000**	**$95,000**	**$95,000**
Not-for-Profit	0	0	0	0
Endowments	0	0	0	0
TOTALS	Prior Completed Year Total	Current Year Total	Projected Year Total	Next Projected Year Total
Number of Full-time Employees	0	0	0	0
Number of Part-time Employees	1	1	1	1
Volunteer Hours	100	100	100	100
Value of Volunteer Hours (@ /hr.)	$15/hr	$15/hr	$15/hr	$15/hr
TOTALS	$1500	1500	1500	1500

2. Has this organization defaulted on any grant in the past five years?
   ☐ Yes ☒ No

   If yes, please explain:
   N/A

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

1. County of Volusia and Local Municipalities must provide a link to their Financial Statement under GASB 34.

https://www.cityofnsb.com/DocumentCenter/View/18299/2022-NSB-ACFR-FINAL

DRAWINGS

1. Drawings are required from ALL applicants (documents must be legible and to scale with legends):
    a. Current drawings and/or excavation plans for the facility.
    a. Site survey with existing structures and site plans with structures.
2. Vacant land acquisition projects shall include:
    a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition.
    b. Proposed structures must include elevations, floor plans and design elements such as landscaping.
3. Street Locator Map (indicate the physical location of the project within the local areas; include road names and "North" for directional reference).
4. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include:
    a. Site Survey
    b. Trees and topography
    c. Civil drawing
    d. Water retention drainage and circulation
5. Preliminary and Schematic Drawings. Drawings should show:
    a. A general model of floor/site plans, showing the location of project elements.
    b. Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at https://ffl.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_2015.pdf).
6. Design and Development Documents. Documents should show more detail including:
    a. Selection of materials and engineering systems involved
    b. Detailed cost estimate
    c. Environmentally sustainable materials
7. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.
    a. Outdoor, trails, parks, sports facilities and playgrounds require a bid set of plans, which are ready to be used for the procurement process.
    b. New construction, facility remodel and historic projects require a set of A&E plans, which are ready to be used for the procurement process.

c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.

8. Permanent ECHO Sign documents should include site design, materials and site placement.

NOTE: This is a design/build project. Sign will be located where existing ECHO sign is located.

CERTIFICATION OF INFORMATION AND COMPLIANCE FORM

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY
Signature/Date:
Printed Name:
Phone #:
OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT
Signature/Date:
Printed Name:
Phone #:
CHIEF FINANCIAL OFFICER FOR THE APPLICANT
Signature/Date:
Printed Name:
Phone #:
NOT FOR PROFITS ONLY – PRESIDENT, BOARD OF DIRECTORS
Signature/Date:
Printed Name:
Phone #:
Executive Board or Board of Directors reviewed and approved this application on (date):

PROJECT/CONSTRUCTION TIMELINE CHART

Description	April - June 2023	July - Sept 2023	Oct - Dec 2023	Jan - March 2024	April - June 2024	July - Sept 2024	Oct - Dec 2024	Jan - March 2025	April - June 2025
General Requirements			X						
Architectural/Construction Services				X					
Commission Approval				X					
Site Construction					X				
Estimated Completion									X

Attachment Checklist: Please check your application before submitting

The following items/documentation **must** be included with your application or your application **will not** be scored. All match sources must be secured and proof thereof submitted by the application deadline.

APPLICANT

- ☐ECHO Application, completed and signed
- ☒Mission Statement for Organization
- ☐Proof of ownership or copy of lease
- ☐Restrictive Covenants or Statement agreeing to follow this requirement
- ☒Project Budget Detail Chart
- ☐Official Documentation of Match
- ☒Business Plan
- ☒Feasibility Study
- ☒Marketing Plan
- ☒Fiscal Stability Chart
- ☒Financial Audit Documents (listed in the ECHO Guidebook page 15)
- ☐Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3)
- ☐Completed and signed Drawings
- ☐Street Locator Map
- ☐Site Plan
- ☐Preliminary & Schematic Drawings
- ☐Design & Development Documents
- ☐Construction Documents
- ☐Permanent ECHO Sign Documents
- ☐Certification of Information and Compliance
- ☒Project/Construction Timeline Chart
- ☐Other

NSB SKATEPARK EXPANSION



THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AMENDMENT NO. 8 TO THE CONSULTING ENGINEERING AGREEMENT FOR AVCON, INC. - AIRPORT ADMINISTRATIVE BUILDING DESIGN PHASE.

November 14, 2023

Background:

Attached is a copy of the Amendment No.8 to the Agreement for Consulting Engineering Services for Avcon, Inc. (CONSULTANT) at the New Smyrna Beach Municipal Airport (SPONSOR) for engineer services for the design phase of a new Airport Administration Building.

This project includes the design for approximately 5,000 square feet administration building including automobile parking and stormwater management. The modifications to the existing stormwater management system will be permitted through St. Johns River Water Management District. Municipal power, water, and sewer connections for the facility shall be designed in accordance with local codes.

This a redesign project so it will not be eligible for FDOT grant funding and will be funded 100% by Airport funds. The previous design did not take into account any future growth or potential other uses of the facility, including areas that could be leased out to tenants as revenue generating space. Our vision is that we design a building that is not only practical now, but into the future, and presents a positive image of the gateway that the airport is to the New Smyrna Beach area.

Findings:

Staff recommends approval of the Eighth Amendment to the Consulting Engineering Agreement to Avcon, Inc. in the amount of $149,500 for the professional services for the design phase for the Administration building.

Fiscal Analysis:

Budgeted FY24 Airport Fund- Account #10454201-56202-24ADB

Strategic Plan Item:
No

Staff Report Created By: Tammy Hall

Attachments:

AVCON, Inc. Contract for Services 062019.pdf
RFQ Document with Attachments.pdf
Admin Bldg Proposal
AVCON,-INC-_23-24-COI.pdf

PROFESSIONAL CONSULTING SERVICES AGREEMENT

ENGINEERING & PLANNING CONSULTING SERVICES FOR THE CITY AIRPORT REQUEST FOR QUALIFICATIONS (RFQ) 10-19-AIR

THIS AGREEMENT is made and entered into this 14th day of ~~May~~ June, 2019, by and between AVCON, INC., duly authorized to conduct business in the State of Florida and whose address is 5555 E. Michigan Avenue, Suite 200, Orlando, FL 32822, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the REQUEST FOR QUALIFICATIONS RFQ 10-19-AIR PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual 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 term of this Agreement shall be for five (5) years from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 4. 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 5. 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 6. 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:

Johnny Bledsoe, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2630

For Consultant:

Sandeep Singh, P.E. - President
(Name, Title)

AVCON, INC.
(Company)

5555 E. Michigan St, Suite 200
(Address)

Orlando, FL 32822
(City, State, Zip)

407-599-1122
(Phone)

SECTION 7. 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 the parties hereto of equal dignity herewith.

SECTION 8. 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 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Dated: 6/10/2019

Approved as to form and correctness;

Carrie Avallone

Carrie Avallone, City Attorney

Dated: 6/14/19

Purchasing Initials: ctw CTW

Dated: 6/7/19

WITNESSES:

FIRMS

By: Sandeep Singh

Sandeep Singh, P.E., President

Dated: 6/7/19

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this 14th day of May, 2019 under Agenda Item No. 4272.

Attachments: A. RFQ 10-19-AIR
B. Firm Response to RFQ
C. Insurance Certificate

AVCON INC. 2019

ENGINEERING & PLANNING CONSULTING SERVICES FOR
THE CITY OF NEW SMYRNA BEACH AIRPORT
REQUEST FOR QUALIFICATIONS (RFQ) 10-19-AIR

STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Principal	**$ 215**
Project Director/Manager	**$ 170**
Senior Engineer/ Senior Planner	**$ 145**
Project Architect	**$ 115**
Project Engineer	**$ 115**
CAD Engineer	**$ 110**
CAD Drafter/Operator/Technician	**$ 100**
Admin/Word Processing	**$ 70**
Resident Project Representative (RPR) (Construction Inspection)	**$ 115**

CITY OF NEW SMYRNA BEACH

REQUEST FOR PROPOSALS

RFQ 10-19-AIR
PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES AT NEW SMYRNA BEACH AIRPORT

QUALIFICATIONS OPENING
FRIDAY, MARCH 22, 2019 AT 3:00 PM



210 Sams Avenue • New Smyrna Beach, Florida 32168 • (386) 424-2100

REQUEST FOR QUALIFICATIONS NOTICE

RFQ TITLE:	**PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES AT NEW SMYRNA BEACH AIRPORT**
QUALIFICATION #:	**10-19-AIR**
ISSUE DATE:	**MARCH 2, 2019**
DUE DATE AND TIME:	**FRIDAY, MARCH 22, 2019 3:00 PM** **QUALIFICATIONS SHALL NOT BE RECEIVED AFTER THIS TIME.**
PROPOSAL OPENING LOCATION:	**CITY HALL OF CITY OF NEW SMYRNA BEACH**

INQUIRIES:
MUST BE SUBMITTED IN WRITING VIA EMAIL TO: PURCHASING.COORDINATOR@CITYOFNSB.COM ON OR BEFORE: TUESDAY, MARCH 12, 2019, BY 5:00 PM. ALL CORRESPONDENCE MUST REFERENCE THE RFP NUMBER.

CITY CONTACT:
PURCHASING COORDINATOR – PURCHASING.COORDINATOR@CITYOFNSB.COM
NEW SMYRNA BEACH CITY HALL – 2ND FLOOR, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168
PHONE: (386) 410-2654

QUALIFICATIONS SECURITY: NO	**PERFORMANCE BOND: NO** **PAYMENT BOND: NO**

FIRMS interested in providing this service may obtain a REQUEST FOR QUALIFICATIONS at www.cityofnsb.com, in person at City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168 between the hours of 8 a.m. and 5 p.m., Monday through Friday. Standard public records charges apply. Firms may also e-mail purchasing.coordinator@cityofnsb.com for the electronic forms.

Upon receipt of this proposal document, any and all communications regarding this RFQ must be made only to the Purchasing Coordinator as noted above. Any violation of this condition could result in proposal disqualification. *THIS IS A SEALED PROPOSAL SOLICITATION- FAX OR ELECTRONIC REPLIES SHALL NOT BE ACCEPTED*.

This document is also available via the internet at www.DemandStar.com. Adobe Acrobat@ Reader is required to view electronic documents on-line. The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification shall control. ON-LINE PROVIDER DISCLAIMER: Demandstar.com has no affiliation with the City of New Smyrna Beach other than as a service that facilitates communication between the City and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the City. Communications to DemandStar.com do not constitute communications to the City.

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

NON-RESPONSE STATEMENT

RFQ 10-19-AIR
PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES AT NEW SMYRNA BEACH AIRPORT

The intent of the City of New Smyrna Beach, is to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Professional Consultants not wishing to respond to this solicitation.

If your firm is not responding to this RFQ, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to City of New Smyrna Purchasing Coordinator, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

We are not responding to this RFQ for the following reason(s):

☐ Services requested not available through our company.

☐ Our firm could not meet specifications/scope of work.

☐ Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)

☐ Project too small.

☐ Insufficient time allowed for preparation of response.

☐ Incorrect address used. Please correct mailing address:
_____
_____
_____

☐ Other reason(s):_____
_____
_____
_____
_____

Name of Firm: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

REQUEST FOR QUALIFICATIONS

RFQ 10-19-AIR CONTINUING PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES

The City of New Smyrna Beach, in conformance with the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055, et seq., and the policies and procedures of the City of New Smyrna Beach (City) is accepting sealed statements of qualifications from qualified Professional Engineering and Planning firms interested in providing Engineering and Planning Consulting Services to the City Airport.

All Requests for Qualifications for **RFQ 10-19-AIR CONTINUING PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES** must be received at City Hall, 210 Sams Avenue, New Smyrna Beach, Florida, 32168 no later than **3:00 pm Friday, March 22, 2019**, at which time all RFQs shall be publicly opened and the name of each Professional Consultant shall be read aloud, per Florida Statute 119.071(1)(b)(3).

The City intends to award a contract to the firms deemed by the City Commission under the selection process and criteria set forth in the RFQ to be most highly qualified to perform the required services described in the RFQ. The firma selected by the City shall provide Professional Engineering and Planning Consulting Services to the City Airport.

Sealed qualifications received after the designated time shall not be considered.

There shall be no pre-qualification meeting for this RFQ.

Qualification documents are available electronically from DemandStar. For further information, please contact Purchasing Coordinator via email at purchasing.coordinator@cityofnsb.com.

All questions must be sent by e-mail to purchasing.coordinator@cityofnsb.com. Only written responses to written questions shall be considered official, and shall be included as part of the RFQ as an addendum.

RFQ documents shall be sealed in an envelope and plainly marked, **"RFQ 10-19-AIR CONTINUING PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES."**

The City reserves the right to accept or reject any or all RFQ proposals (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept an RFQ which in its judgment best serves the City. Criteria utilized by the City for determining the most responsible qualifier(s) may include, but is not limited to, whether the qualifier meets the City's published specifications; the qualifier's experience, skill, ability, financial capacity; and any other factors which could reasonably be asserted as being relevant to successful performance.

SCHEDULE OF EVENTS

EVENT	DATE
Issue RFQ Notice	Saturday, March 2, 2019
Deadline For Questions	Tuesday, March 12, 2019 @ 5:00 PM
Addendum Issued (If Applicable)	Thursday, March 14, 2019
RFQ Opening Date	Friday, March 22, 2019 @ 3:00 PM
Evaluation Of Qualifications To Short List	Wednesday, April 10, 2019 @ 9:00 AM
Presentations By Short Listed Firms	Tuesday, April 16, 2019 9:00-10:00 AM Tuesday, April 16, 2019 10:30 – 11:30 AM Wednesday, April 17, 2019 9:00-10:00 AM Wednesday, April 17, 2019 10:30 – 11:30 AM
Notification Of Recommendation	Monday, April 22, 2019
Commission Action	Tuesday, May 14, 2019

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- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- W9
- Public Entity Crimes Statement
- Conflict of Interest Affidavit
- Vendor Information

- Proposers Qualification Form
- Insurance Requirements
- Qualifications Label

REQUEST FOR QUALIFICATIONS
RFQ 10-19-AIR

PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES AT NEW SMYRNA BEACH AIRPORT

1. INTRODUCTION/OVERVIEW

1.1 Purpose/Objective

The City of New Smyrna Beach hereby requests statements of qualifications, pursuant to Consultant's Competitive Negotiation Act, (F.S. 287.055). Statements of qualification are requested from qualified engineering firms, and/or individuals desiring to render engineering, architectural, planning and technical management services, including but not limited to the projects listed in the Scope of Services section of this RFQ required for the development of the New Smyrna Beach Municipal Airport. Request for qualifications shall be received at the City of New Smyrna Beach, City Hall, 210 Sams Avenue, New Smyrna Beach, FL 32168, until **3:00 p.m. Friday, March 22, 2019.**

As is more fully explained in Section 5 of this RFQ (Instructions for Statement of Qualifications), contracts to provide these services shall be made to the best overall respondents whose submittals are most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The City shall not use any other factors or criteria in the evaluation of the qualifications received.

The City intends to recommend multiple firms. The term of the contracts shall be five (5) years, unless terminated earlier, as provided herein. No minimum amount of professional services or compensation shall be assured to the firms so retained.

If awarded, contracts to provide these services shall be effective on the date the contracts are approved by the City of New Smyrna Beach, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

1.2 Background

The New Smyrna Beach Municipal Airport / Jack Bolt Field (identifier: EVB) is located on North U.S.1 in New Smyrna Beach. It is a public use, general aviation (GA) airport owned and operated by the City of New Smyrna Beach.

As a destination, New Smyrna Beach is in close proximity to beaches, Kennedy Space Center and Central Florida attractions and events. The New Smyrna Beach Municipal Airport is the perfect alternative for the discerning business and pleasure traveler.

The airport primarily serves corporate aviation and general aviation activity, including a charter service with daily flights to the Bahamas and a state of the art flight school. View a list of our Fixed Base Operators/Airport BusinessesOpens a New Window. (FBO).

The New Smyrna Beach Municipal Airport is surrounded by residential neighborhoods.

New Smyrna Beach is approximately 38 square miles in size and serves a population of approximately 26,400.

The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department. The Comprehensive Annual Financial Report for City of New Smyrna Beach for the Fiscal Year ended September 30, 2018 can be found on the City's website, http://www.cityofnsb.com.

The City was created in 1887 by adoption of its first charter, which was eventually replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943. 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. In addition, the City includes as a part of the annual financial report the fiscal information of the City of New Smyrna Beach Utilities Commission, a component unit of the City, which has been discretely reported in accordance with the financial statement presentation Standards No. 39 "Determining Whether Certain Organizations Are Component Units – an amendment of GASB Statement No. 14".

The City of New Smyrna Beach operates under a Commission-Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport, golf course, and marina.

1.3 Inquiries

All questions related to this RFQ shall be submitted in writing to purchasing.coordinator@cityofnsb.com by **Tuesday, March 12, 2019 at 5:00 pm**. Please include the page and paragraph number for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Professional Consultants must clearly understand that the only official answer or position of the City shall be the one stated in writing by purchasing.coordinator@cityofnsb.com. All questions must be submitted in writing, and shall be posted, along with the answers, as an addendum to this solicitation, and electronically distributed to firms registered for this solicitation.

1.4 Method of Source Selection

The City of New Smyrna Beach is using the Competitive Sealed Solicitation methodology of source selection for this procurement, as authorized by the City Purchasing Policy. Each submittal shall be reviewed to determine if it is responsive to the RFQ. Submittals deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee. A responsive proposal is one which has been signed and submitted by the specified deadline, and has provided the information required to be submitted. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.

After solicitation opening has been completed, the Evaluation Committee shall review all proposals for compliance with the specifications and select multiple firms for short listing.

The top ranked firms shall be asked to make a public presentation to the Evaluation Committee, not to exceed thirty (30) minutes and a question and answer period of approximately fifteen (15) minutes. The presentations shall be held Wednesday, April 16, 2019, from 9:00 am – 10:00 am, and 10:30 – 11:30 am, and Thursday, April 17, 2019, from 9:00 am – 10:00 am and 10:30 – 11:30 am. These presentations shall be held at 2650 N. Dixie Highway, New Smyrna Beach, FL, 32168 in the large conference room. Please note: Do not park in the places reserved for the Council of Aging.

1.5 SCHEDULE OF EVENTS

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Issue RFQ Notice	Saturday, March 2, 2019
Deadline for Questions	Tuesday, March 12, 2019 @ 5:00 pm
Addendum Issued (If Applicable)	Thursday, March 14, 2019
RFQ Opening Date	Friday, March 22, 2019 @ 3:00 pm
Evaluation of Qualifications to Short List	Wednesday, April 10, 2019 @ 9:00 am
Presentations by Short Listed Firms	Wednesday, April 16, 2019 @ 9:00-10:00 am Wednesday, April 16, 2019 @ 10:30 -11:30 am Thursday, April 17, 2019 @ 9:00-10:00 am Thursday, April 17, 2019 @ 10:30- 11:30 am
Notification of Recommendation	Monday, April 22, 2019
Commission Action	Tuesday, May 14, 2019

2. SCOPE OF SERVICES

The number of projects listed below to be undertaken is dependent upon availability of funding and other factors; no assurance is made that all or most of the projects shall be implemented. All projects shall be required to meet current FAA and FDOT standards.

2.1 AIRPORT BUILDING AND FACILITY IMPROVEMENTS

A. Construct, Rehabilitate, or Remove Airport Buildings, including but not limited to T-Hangars, Maintenance Hangars, Executive Hangars, and FBO Hangar, including associated Taxilanes, Utilities, and Drainage Systems.
B. Improvements to Air Traffic Control Tower (ATCT)
C. Improvements to Fuel Farm Facilities
D. Construction or Improvements of Access/Service Roads and Vehicular Parking
E. Construction or Improvements to Water, Sewer, Stormwater, and other Utilities
F. Construction or Improvements to Security Fencing, Access Control, Surveillance Systems, and other Security-Related Facilities or Equipment

2.2 RUNWAY, TAXIWAY, AND APRON IMPROVEMENTS

A. Construct, Expand, or Rehabilitate Aprons
B. Construct, Extend, Widen, or Rehabilitate Runways 11-29, 07-25, and 02-20
C. Construct, Extend, Widen, or Rehabilitate Taxiways
D. Runway Approach Improvements and Obstruction Removal
E. Remove Excess Pavement

2.3 AIRFIELD LIGHTING, SIGNS, AND NAVIGATION AIDS

A. Install, Modify, or Rehabilitate Runway and Taxiway Edge Lighting Systems and Signs
B. Rehabilitate or Replace Precision Approach Path Indicator (PAPI) Systems
C. Install REILS for Runways
D. Install, Rehabilitate, or Improve Apron Floodlighting
E. Construct Compass Calibration Pad (CCP)
F. Improve or Rehabilitate Airfield Lighting Vault and Standby Generator
G. Other Lighting and Navigation Aid Improvements

2.4 MISCELLANEOUS AND PLANNING

A. Assistance with Acquisition of Airport Equipment
B. Airport Maintenance Facilities
C. Assistance with Land Acquisition
D. Property Surveys, Photogrammetry and Mapping, Airspace Studies, Noise Studies, Drainage Studies, Industrial Park Plan, Environmental Assessments, and Other Related Services if required by the FAA or FDOT
E. Wildlife Management or Mitigation as recommended in the Wildlife Assessment
F. Master Plan Update
G. Review of the Airport Ordinances to verify that the City is in Compliance with the FAA and FDOT Guidelines and Grant Assurances
H. Appraisal of Airport Leases to verify if they are at Market Value

3. EXPERIENCE and QUALIFICATIONS (See Section 5.2 - Tab 2)

An evaluation committee shall evaluate professional services in accordance with Section 287.055, Florida Statutes, including but not limited to applicable criteria listed in Section 287.055(3), Florida Statutes, and shall select no fewer than three firms deemed to be the most qualified in accordance with Section 287.055(4), Florida Statutes. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under Section 287.055(5), Florida Statutes.

The engineering firm/team should provide, at a minimum, all information they believe is necessary to demonstrate experience in developing and implementing projects of similar size and scope and their ability to perform the work required. The team must also demonstrate the ability to produce the required work in the time available. The team shall be required to provide a Project Representative to communicate to the City staff and contractor during the construction phase of all projects.

As a minimum, the statement of qualifications shall be accompanied by the following:

- Evidence that the firm, team or firms, and/or individual(s) have extensive experience in performing engineering and planning services for the types of projects listed. In addition the firm, team or firms, and/or individual(s) must show extensive experience in dealing with the Federal Aviation Administration (FAA) and Aviation Division of the Florida Department of Transportation (FDOT).

- Organizational chart and resumes or key individuals who shall be involved in the work, indicating who shall direct the work, and indicating the work to be performed by each sub-consultant.

- Provide a summary of projects similar in size and requirement, which were completed in the past five years. List the proposed date of completion and the actual date the work was completed, along with the approximate construction cost and budget. Include a contact name, address, telephone number, fax number, and e-mail address.

- Present and anticipated future workload.

- Evidence of the following minimum insurance coverage, with the City of New Smyrna Beach being named as additional insured, shall be required prior to execution of a contract:

    A. Professional liability in the amount of $1,000,000 per occurrence/ $1,000,000 aggregate.
    B. General liability and automobile liability, each in the amount of $1,000,000 per occurrence, $1,000,000 aggregate.
    C. Worker's Compensation, as required by Florida Statutes.

    The firm, team or firms, and/or individual(s) agree to provide and maintain at all times during the term of any contract resulting from this RFQ, or for such a period as may be required, without cost or expense to the City of New Smyrna Beach, policies of insurance insuring the firm against any and all claims, demands, or causes of action whatsoever arising out of any contract with the City.

- Attach a copy of the Certificate of Authorization for each engineering firm and a current license for each engineer and architect who shall provide services.

4. GENERAL REQUIREMENTS

The objective of this solicitation is to obtain the services of consultants with the capability to provide professional engineering and planning services as listed in the Scope of Services.

All work shall normally be performed by the Professional Consultant at an off-site location (not in the City's offices). The Professional Consultant shall be required to provide their own equipment.

The City and the firm(s) shall negotiate project terms per Florida Statute 287.055. A purchase order or similar document shall be issued for each project. Any professional services not listed below shall be for projects that do not exceed $2,000,000 in basic construction costs or $200,000 for professional services pursuant to Florida Statute 287.055.

4.1 Instructions

Firms and individuals (hereinafter "Professional Consultant") shall be duly licensed and registered to practice in the State of Florida, and desire to render such services to the City. This work may include design, permitting, bidding services, construction administration, and all related miscellaneous services.

Florida law requires the City to make a determination of a consultant's qualification to perform professional Engineering services. The information in the RFQ (qualification package) shall be used by the City to make this determination. Additionally, evaluation points shall be assigned to information contained in the package to aid in reducing the total number of submittals to no less than three firms (short list).

4.2 Interpretations

Any questions concerning this RFQ should be submitted in writing to: Purchasing Coordinator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168 or purchasing.coordinator@cityofnsb.com. Responses to inquiries shall answered via an Addendum, e-mailed to vendors who have submitted questions, or have contacted the City regarding the solicitation, and posted on Onvia DemandStar. It is the responsibility of the Professional Consultant to review responses.

4.3 Clarification and Addenda to RFQ Specifications

If any Professional Consultant contemplating submitting a response under this Request for Qualifications RFQ 10-19-AIR is in doubt as to the true meaning of the specifications or other documents or any part thereof, the Professional Consultant shall submit to the City, prior to the deadline for questions, Tuesday, March 12, 2019 at 5:00 PM EST, a request for clarification. All such requests for clarification must be made in writing, and the person submitting the request shall be responsible for its timely delivery. All responses shall be issued as an Addendum, e-mailed to vendors who have submitted requests for clarification, or questions, and posted on Onvia DemandStar, per the timeline listed on this RFQ.

Any interpretation of the RFQ, if made, shall be made only by an addendum duly issued by the City. The City shall issue an informational addendum if clarification or minimal changes are required. The City shall issue a formal addendum if there are substantial changes which impact the technical submission of the RFQ. A copy of such addendum shall be posted on DemandStar. In the event of conflict with the original RFQ documents, the addendum shall govern all other RFQ and contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

4.4 Awards

The City reserves the right to reject any or all responses, or any portion thereof, deemed necessary for the best interest of the City. All awards made as a result of this RFQ shall conform to applicable

Florida Statutes. The City is not responsible for any expenses incurred by a Professional Consultant in preparing and submitting an RFQ or related documents.

4.5 RFQ Opening

Responses to this RFQ shall be opened and publically read Friday, March 22, 2019 at 3:00 pm at City Hall, 210 Sams Avenue, New Smyrna Beach, FL 32168. All responses received after 3:00 shall be returned, unopened.

5. INSTRUCTIONS FOR STATEMENTS OF QUALIFICATION

5.1 Delivery of Qualifications

To be considered, firms shall submit their Statement of Qualifications and all supporting information, bound in book form.

- one (1) electronic copy of the proposal on a USB flash drive
- one (1) original, **unbound** paper copy, marked ORIGINAL
- four (4) copies bound in book form, marked COPY 1 of 4, 2 of 4, etc.

must be received by the Purchasing Coordinator in the Finance Department, City of New Smyrna Beach, 210 Sams Ave, New Smyrna Beach, Florida, 32168, on or before **Friday, March 22, 2019 at 3:00pm.**

Submittals must also include any/all addenda issued by the City, signed.

Firms ranked in the top four firms may be required to provide an additional ten (10) copies.

Responses shall be submitted in sealed envelopes and clearly identified as **" RFQ 10-19-AIR – PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES AT NEW SMYRNA BEACH AIRPORT"** referenced on the outside of the envelope. No proposals received after the specified time and date shall be accepted. The City shall not be responsible for late deliveries or mail delays. The City of New Smyrna Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from Professional Consultants may be required. **List the RFQ Number on the outside of the box or envelope and note "Request for Proposal enclosed." See Label, provided in Attachment A.**

Please provide your firm name and return address on the RFQ outer package.

The City of New Smyrna Beach reserves the right to retain all submittals regardless of whether that firm is selected. Submission indicates acceptance by the firm of the conditions contained in this request for qualifications, unless clearly and specifically noted in the submittal documents and confirmed in the contract between the City of New Smyrna Beach and the firms selected.

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.

All RFQ submittals shall be delivered before 3:00 p.m., local time, on or before Friday, March 22, 2019.

City of New Smyrna Beach
Finance Department
2nd Floor
210 Sams Avenue
New Smyrna Beach, Florida 32168

The City shall not bear the responsibility for RFQs delivered to the Finance Department past the stated date and/or time indicated, or to an incorrect address by Professional Consultant's personnel or by the Professional Consultant's outside carrier. However, the Purchasing Coordinator, or designee, shall reserve the right to accept proposals received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS, DHL, or courier where delivery was scheduled before the deadline.

RFQ Opening: Qualifications shall be opened and the name of the firm read publically. No discussion of the submittals shall occur at this time.

5.2 Response Format

The qualification shall be deemed an offer to provide services to the City. In submitting a qualification, 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 Professional Consultant 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.

To facilitate the fair evaluation and comparison of qualifications, all qualifications must conform to the guidelines set forth in this RFQ.

Any portions of the qualification that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the qualification. However, any qualification which contains such variances may be considered non-responsive.

Qualifications should be prepared simply and economically, providing a straightforward concise description of the Professional Consultant's approach and ability to meet the City's needs, as stated in the RFQ. All copies of the qualification should be bound and tabbed for uniformity and ease of handling. The utilization of recycled paper for qualification submission is strongly encouraged.

The engineering firm/team shall provide, at a minimum, all information they believe is necessary to demonstrate experience in developing and implementing projects of similar size and scope, and their ability to perform the work required. The team must also demonstrate the ability to produce the required work in the time available. The team shall be required to provide a Project Representative to communicate to the City staff and contractor during the construction phase of all projects.

Qualification submittals shall be presented in the following order:

Tab 1: Qualifications of Firm

- Provide Certificate of Authorization for firm, and evidence of current license and registration to perform the specified services in the State of Florida.
- Provide insurance certifications as noted in Attachment A. Also required is Errors and Omissions or Professional Malpractice Coverage.
- Provide an overview of the firm, including number of years in business, number of personnel, and other pertinent information, expertise, credentials (resumes or curriculum vitae) and introduction of the proposed team member(s). Please identity the intended Project Manager who would be assigned to perform the specified services for the City, and provide examples of his/her management capabilities.
- Provide organization chart and resumes of key individuals who shall be involved in the work, indicating who shall direct the work, and indicating the work to be performed by each sub-consultant.
- Provide evidence of extensive experience in dealing with the Federal Aviation Administration (FAA) and Aviation Division of the Florida Department of Transportation (FDOT).
- Statement of Professional Consultant's commitment/ability to consistently use the same personnel throughout the project.
- Is firm a certified minority business enterprise, as defined by the Florida Small and Minority Business Assistance Act?
- Provide demonstration/summary of Professional Consultant's workload/performance capability to meet budget and time requirements, and ability to perform the work as and when requested by the City.

Tab 2: Experience

Provide documentation/summary of experience of no less than three (3) previous projects for each of the items below.

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

Tab 3: Client References

Provide a listing of a minimum of five (5) of the company's projects/customers similar in size and scope to the services described in the RFQ, both present and past customers. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities.

This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract.

Tab 4: Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ. If no exceptions are indicated in this tabbed section, it shall be understood that no exceptions to these documents shall be considered after the award, or if applicable, during negotiations.

Incorporation in a proposal of exceptions to any portion(s) of the RFQ specifications may invalidate the proposal. Exceptions to the specifications and conditions shall be clearly and specifically noted in the Professional Consultant's RFQ on a separate sheet marked **"EXCEPTIONS TO THE SPECIFICATIONS"** and this sheet shall be attached to the proposal. The use of Professional Consultant's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the RFQ documents.

Agency's Terms and Conditions

Agencies must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City. Any additional terms and conditions, which may be the subject of negotiation, shall be discussed only between the City and the selected Agency and shall not be deemed an opportunity to amend the proposal. Agencies may attach other materials that they feel may improve the quality of their responses. However, these materials should be identified as a supplement to their submittal.

Tab 5: Other

- Firm may provide other qualifications/performance data for consideration.
- List of ongoing projects either in the design or construction phase.

Tab 6 - Completed and Signed Required City Form Submittals

- References
- Proposers Certification
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Proposer
- W9
- Public Entity Crimes Statement
- Conflict of Interest Affidavit
- Vendor Information
- Proposers Qualification Form
- Insurance Requirements
- Label for your qualification package

Each RFQ package submitted shall be signed by the individual Professional Consultant or his/her authorized principals of the Professional Consultant's firm if other than an individual. The

RFQ submittal shall be signed by a representative who is authorized to contractually bind the qualifier.

All attachments to the Request for Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submittal.

All RFQ submittals must be delivered as specified. Any attachments must be clearly identified as per "Tab Format" requirements. To be considered, the Professional Consultant must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the RFQ submittal. If publications are supplied by the Professional Consultant to respond to a requirement, the response should include reference to the document number and page number. This shall provide quick reference for the evaluation committee. RFQ submittals not providing this reference shall be considered to have no reference material included in the additional documents.

Sub consultants (if applicable) licenses and detailed information are not required at the time of this RFQ, however, shall be required prior to them working on any specific project for the City.

5.3 Evaluation of Requests for Qualifications

After qualifications opening has been completed, the Evaluation Committee shall review and score each Qualification individually, based on the evaluation criterion set forth in this proposal.

The committee may schedule presentations or demonstrations from top-ranked firm(s) and obtain guidance from third party subject matter experts. The final recommendation shall be decided based on review of scores and consensus of the committee.

The City reserves the right to withdraw this RFQ at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a qualification by the City or a submission of a proposal to the City offers no rights upon the Professional Consultant nor obligates the City in any manner. Acceptance of the qualification does not guarantee issuance of any other governmental approvals.

Technical Evaluation Criteria:

The Evaluation Committee shall first evaluate and rank responsive proposals on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of 100 points. A list of a minimum of three (3) firms shall be developed and the short listed Professional Consultants shall make oral presentations to the Evaluation Committee. Such presentation shall provide an opportunity for the Professional Consultants to clarify the information provided in their RFQ. Oral presentations, if any, shall be considered in conjunction with submitted data by the Evaluation Committee. The Evaluation Committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

A Professional Consultant may receive the maximum points or a portion of this score, depending upon the merit of its proposal, as evaluated by the committee, in accordance with the following.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

EVALUATION CRITERIA	MAXIMUM POINTS
Contractor's Technical Qualifications	50
Experience in Implementing Projects of Similar Size and Scope	30
Design Approach	10
Ability to Perform Work In A Timely Manner	10
TOTAL POSSIBLE POINTS	100

5.4 Evaluation of Statements of Qualification (Procedure)

The City's procedure for selecting is as follows:

a. Request for Qualifications issued.

b. After qualification opening has been completed, the Evaluation Committee shall review all proposals for compliance with the specifications and select no less than three firms to short list. Vendor selection shall be based on the criteria set forth in 5.3 of this proposal.

The City reserves the right to withdraw this RFQ at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a statement of qualification by the City offers no rights upon the Professional Consultant nor obligates the City in any manner. Acceptance of the submittal does not guarantee issuance of any other governmental approvals.

5.5 Ambiguity, Conflict, or Other Errors in the RFQ

If a Professional Consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Professional Consultant shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator shall make modifications by issuing a written revision and shall give written notice to all parties who have received this RFQ from the Finance Department. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The Professional Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting the statement of qualification or it shall be waived.

5.6 Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any Professional Consultant in the preparation of its bid in response to this RFQ, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

5.7 Acceptance or Rejection of Proposals

The City reserves the right to waive any irregularities in any submittal, to reject any or all statements of qualification, to re-solicit, if desired, and upon recommendation and justification by the City, to accept the submittals which in the judgment of the City, are deemed the most advantageous for the public and the City.

Any statement of qualification which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Professional Consultant, or their refusal to enter into the City contract, the City reserves the right to accept the submittal of any other Professional Consultant, or to re-advertise using the same or revised documentation, at its sole discretion.

5.8 Requests for Clarification of Statements of Qualification

Requests by the Purchasing Coordinator to a Professional Consultant(s) for clarification of statements of qualifications shall be in writing. Professional Consultant’s failure to respond to request for clarification may deem Professional Consultant to be non-responsive, and may be just cause to reject its bid.

5.9 Validity of Statements of Qualification

No statement of qualification may be withdrawn after it is filed unless the Professional Consultant makes their request in writing to the City prior to the time set for the closing of RFQ.

All statements of qualification shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

5.10 Compliance with the RFQ

Qualifications must be in strict compliance with this RFQ. Failure to comply with all provisions of the RFQ may result in disqualification.

5.11 Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this RFQ, Professional Consultant acknowledges these conditions include Insurance Requirements.

It should be noted by the Professional Consultant that, in order to meet the City's requirements, there may be additional insurance costs to the Professional Consultant's firm. It is, therefore, imperative that the Professional Consultant discuss these requirements with the Professional Consultant's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Professional Consultant.

The Professional Consultant's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Professional Consultant's limit of, or lack of, sufficient insurance protection.

Professional Consultant 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 Professional Consultant's qualification.

The specific insurance requirements for this solicitation are included as part of this solicitation.

5.12 Qualification, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any Professional Consultant in the preparation of its qualification in response to this RFQ, nor for the presentation of its qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. General Terms and Conditions

6.1 Licenses

The Contractor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Building Department, (386) 410-2800.

6.2 Principals/Collusion

By submission of this Proposal, the undersigned, as Professional Consultant, does declare that the only person or persons interested in this RFQ as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this RFQ 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.

6.3 Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

6.4 Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

6.5 Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation shall be accepted by this Contractor on thirty (30) days prior written notice.

6.6 Termination for Cause or Convenience

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

Termination or cancellation of the contract shall not relieve the Professional Consultant of any obligations for any delivers or liabilities entered prior to termination of the contract.

6.7 Liability

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 Contractor shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or suppliers 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.

6.8 Assignment

The Contractor(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.

6.9 Lobbying

All firms are hereby placed on <u>NOTICE</u> that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

During the solicitation process, <u>from solicitation announcement to final Commission approval</u>, no firm or its agent shall contact any other employee of the City in reference to this solicitation, with the exception of the Purchasing Coordinator. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

6.10 Single Qualification

Each Professional Consultant must submit, with their bid, the required forms included in this RFQ. Only **one** qualificatoin 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 RFQ.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

6.11 Protest Procedures

Bidders or respondents who do not agree with the City's award selection shall be afforded the opportunity to protest the award by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements including specification and/or scope of service are not subject to protest. Such notice shall be given within seventy two (72) hours after notice of award. Written notice shall state the grounds for the protest and the action requested. A formal written protest must be filed within ten (10) days after the notice of protest is filed, and shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The Purchasing Division shall prepare and submit written determination to the City Manager recommending either approval or disapproval of the protest petition. The petitioner shall be furnished a copy of the written determination and recommendation. The City Manager shall review and either approve or disapprove the Purchasing Division recommendation on the petition, employing any reasonable means to reach the decision. The petitioner shall be furnished a copy of the decision. Decisions of the City Manager may be appealed to City Commission by submission to the City Clerk of a written request for hearing within five (5) business days from the date of the City Manager's written decision. The written request for appeal shall state the grounds for the appeal and the action requested of the City Commission. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or with the award unless the City Manager justifies the award in order to protect the public health, welfare, or safety of the City. A final decision under this section shall be conclusive and shall represent the position of the City.

6.12 Public Entity Crime

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 proposal, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, bids, 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 for a period of 36 months following the date of being placed on the convicted vendor list.

6.13 Conflict of Interest

Professional Consultant shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document. 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.

6.14 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, RFQ, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

6.15 Immigration Reform and Control Act

Professional Consultant 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.

6.16 Florida Public Records Act

All material submitted regarding this RFQ becomes the property of the City. The City shall comply with Florida Statute 119.071(b)2. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the City's custodian of public records, Johnny Bledsoe, at 386/410-2631, jbledsoe@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.

7. Attachment A – Required City Forms

- References
- Proposers Certification
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Professional Consultant
- W9
- Public Entity Crimes Statement
- Conflict of Interest Affidavit
- Vendor Information
- Professional Consultant Qualification Form
- Insurance Requirements
- Qualifications Label

ADDENDUM 1

RFQ 10-19-AIR
PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to **Request for Qualifications RFQ 10-19-AIR Professional Engineering & Planning Consulting Services,** issued March 2, 2019.

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 ITB 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.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation, RFQ 10-19-AIR, 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.**

The bid opening remains Friday, March 22, 2019 at 3:00 PM.

VENDOR QUESTIONS:

QUESTION 1:

Can you confirm if the following solicitation is intended for a Mechanical, Electrical, and Plumbing engineering firm to apply as prime? Or is the below scope of work listed for Civil Engineering Only?

2.1 AIRPORT BUILDING AND FACILITY IMPROVEMENTS

A. Construct, Rehabilitate, or Remove Airport Buildings, including but not limited to T-Hangars, Maintenance Hangars, Executive Hangars, and FBO Hangar, including associated Taxilanes, Utilities, and Drainage Systems.
B. Improvements to Air Traffic Control Tower (ATCT)

2.3 AIRFIELD LIGHTING, SIGNS, AND NAVIGATION AIDS
D. Install, Rehabilitate, or Improve Apron Floodlighting
F. Improve or Rehabilitate Airfield Lighting Vault and Standby Generator
G. Other Lighting and Navigation Aid Improvements

2.4 MISCELLANEOUS AND PLANNING
A. Assistance with Acquisition of Airport Equipment
B. Airport Maintenance Facilities
D. Property Surveys, Photogrammetry and Mapping, Airspace Studies, Noise Studies, Drainage Studies, Industrial Park Plan, Environmental Assessments, and Other Related Services if required by the FAA or FDOT
F. Master Plan Update

ANSWER 1:

All proposals received will be evaluated to determine if the proposing firm meets the qualifications to perform the duties and responsibilities associated with the proposed scope of services.

QUESTION 2:

In regards to this RFQ, there are multiple requests for references…

Pg 16, Tab 2 Summary of projects requests contact information for all projects listed, which would constitute as a reference (no less than 3)

Pg 16, Tab 3 Client references requests 5 references

Pg 17, Tab 6 References form (form states 5 references, form only has space for 4)

Can you please clarify how many references are required, and if the same references can be utilized for different tab requests?

ANSWER 2:

Page 16, Tab 2 is asking for 3 previous airport development projects, 3 examples of original budget vs actual budget, 3 examples of estimated timelines vs. actual timelines. These do NOT have to be the same projects, in other words, the budget and timeline examples do not have to be airport development projects. Also, these examples do NOT have to have been performed within the past 5 years. Contact information is NOT requested here.

Bullet 4 under Tab 2 is asking for a summary of all projects similar to this RFQ performed in the past 5 years. Contact information IS required here. If examples from bullets 1, 2, or 3 apply, you may use them again.

Tab 3 is asking for 5 past or current projects/customers similar to this RFQ, including projects within the State of Florida, particularly in cities (if applicable). If examples from bullets 1, 2, 3 or 4 apply, you may use them again.

In order for the evaluation committee to more easily review your references and contact them, please also complete the References Form in Attachment A. You may write in the 5th contact. This list is any 3 references for similar work, within the past 5 years. You may use the same contacts from Bullet 4.

QUESTION 3:

It appears the information being requested in Tabs 2 and 3 are similar in requesting previous projects and references. Can you please clarify what is being requested in each section and the difference between them?

ANSWER 3:

See question and answer 1.

QUESTION 4:

Could you clarify what you mean by book binding the finished proposal?

ANSWER 4:

Proposals can be bound either by use of a three ring binder, spiral binding system, or other means available. Each one should be individually bound, indexed by subject, and typed on letter size paper.

QUESTION 5:

Please clarify the type and amount of previous projects you require for Tab 1/Experience section.

ANSWER 5:

The type of projects would be related to airport development. There is no set number of projects requested, however extensive implies many. The purpose is to ensure firms have significant previous experience working on airport projects and are familiar with FAA and FDOT requirements.

QUESTION 6:

Could you please clarify if charges apply to downloading the RFQ/any addenda when using your website and/or DemandStar?

ANSWER 6:

Our website is a link to DemandStar. You cannot download the documents from our website. I believe DemandStar requires membership, but I don't know the details. I will send out any documents requested, via e-mail, at no charge. E-mail purchasing.coordinator@cityofnsb.com. I have added everyone who sent e-mail questions to the contact list for this RFQ, and you will receive any future e-mails for this RFQ, including any addenda.

QUESTION 7:

Can a company use experience of projects of similar size and scope that have been brought to a firm by their current employees while they worked with previous employers? Will this individual's experience be accepted as general corporate experience?

ANSWER 7:

No. The employee was working under the auspices of another firm, using their resources. It is possible the previous firm will be submitting a response, using the same projects as examples. We are selecting firms, not employees, so we are asking for projects performed by the firm responding to the RFQ.

QUESTION 8:

Can MEP firms apply as prime for various services within this RFQ?

ANSWER 8:

The City's intention is to make a multiple award to firms deemed to be the most highly qualified to perform ALL the required services as described in the RFQ, based on the evaluation criteria. The selection is not intended to select primes for specific services.

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:

_____
Proposer Signature

_____
Firm Name

END OF ADDENDUM #1

EIGHTH AMENDMENT

TO THE

CONSULTING ENGINEERING AGREEMENT

AT

NEW SMYRNA BEACH MUNICIPAL AIRPORT

NEW SMYRNA BEACH, FLORIDA

Airport Administration Building

Design Phase Services

This Amendment is entered into this _____ day of _____, 2023 by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter referred to as the "**CITY**," and **AVCON, INC.**, hereinafter referred to as the "**ENGINEER**."

1. Description of Project

A. Airport Administration Building Design Phase Services

The ENGINEER shall provide basic and special engineering services, as described in Sections 1 and 2, of the Prime Agreement, EXHIBIT A – SCOPE OF SERVICES, EXHIBIT B - HOUR AND FEE ESTIMATE, and EXHIBIT C – PROJECT SKETCH for the New Smyrna Beach Municipal Airport, herein after referred to as the PROJECT.

2. Scope of Professional Services, Milestones or Deliverables

This Amendment includes ENGINEERING SERVICES associated with the PROJECT. The PROJECT includes the tasks as outlined in EXHIBIT A – SCOPE OF SERVICES.

3. Basis of Compensation/Period of Services

Basis of Compensation/Period of Services are as follows:

1. Services described under Enclosures: EXHIBIT A – SCOPE OF SERVICES, EXHIBIT B - HOUR AND FEE ESTIMATE, and EXHIBIT C – PROJECT SKETCH Airport Administration Building Design Phase Services, will be conducted over a 6-month period after the notice-to-proceed is issued by the CITY. Project activities will be conducted in accordance with a project schedule to be developed. Any extension of the project timeline will require coordination between the ENGINEER and the CITY, and acceptance by both parties.

2. For ENGINEERING SERVICES as outlined in Section 2 above, the CITY shall pay the ENGINEER the lump sum fee of **$149,500.00**

WHEREAS parties hereto have entered into a contract for itemized Professional Services dated June 14, 2019, and whereas parties hereto desire to amend said contract for purpose of accomplishing certain of these Professional Services, now therefore, in consideration of the mutual covenants hereinafter contained said contract is amended as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to the Agreement for Consulting Engineering Services to be executed on the date first mentioned above.

AVCON, INC.

By:

James A. Kriss
Vice-President

CITY OF NEW SMYRNA BEACH,
a Florida Municipal Corporation

By:

Fred E. Cleveland
Mayor

Enclosures: EXHIBIT A – SCOPE OF SERVICES
EXHIBIT B – HOUR AND FEE ESTIMATE
EXHIBIT C – PROJECT SKETCH

ATTACHMENT A

SCOPE OF SERVICES

New Smyrna Beach Municipal Airport

Airport Administration Building

Design Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide design phase services for the Airport Administration Building Project at New Smyrna Beach Municipal Airport. The building will be approximately 5,000 SF located at New Smyrna Beach Airport. The building characteristics will consist of 8" CMU with panel siding, light gauge metal trusses/decking/standing seam metal roof and reflect a coastal/Florida-cracker theme with an airside porch. The design for this building shall conform to the 2023 Florida Building Code 8th Edition & 2023 Florida Fire Prevention Code 8th Edition as these codes will be adopted at the beginning of January 2024. The site design includes paving, grading and drainage for landside access and auto parking for approximately 20 vehicles, and airside access from the existing aircraft parking apron (see Exhibit C – Project Sketch). Also included in the design are site utilities (water, sewer, power, phone, and data), and stormwater permitting required by St. John's River Water Management District (SJRWMD).

The construction budget is approximately $2,000,000.

DESIGN PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Letter Report, and an Estimate of Construction Cost. The Design scope of services will include:

- Schematic Design.
  - Acquire topographic survey.
  - Acquire geotechnical information.
  - Develop schematic site and building design plans.
  - Develop pavement design.
  - Prepare construction cost estimate.
  - Submit Categorical Exclusion (CatEx).

- Preliminary Design.
  - Field verify survey.
  - Develop preliminary paving, grading, and drainage plans.
  - Develop preliminary building plans.
  - Develop preliminary utility plans.
  - Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
  - Submit FAA OE/AAA (Airspace Review).
  - Develop general and technical specifications.
  - Update construction cost estimate.

- Final Design.
  - Finalize design plans.
  - Submit stormwater permit application.
  - Finalize CSPP and upload to OE/AAA for FAA review and approval.
  - Finalize general and technical specifications.
  - Prepare final construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase, and the SJRWMD Permit. Permit fees are not included and shall be paid directly by the SPONSOR. Final Contract Documents will be uploaded into JACIP.

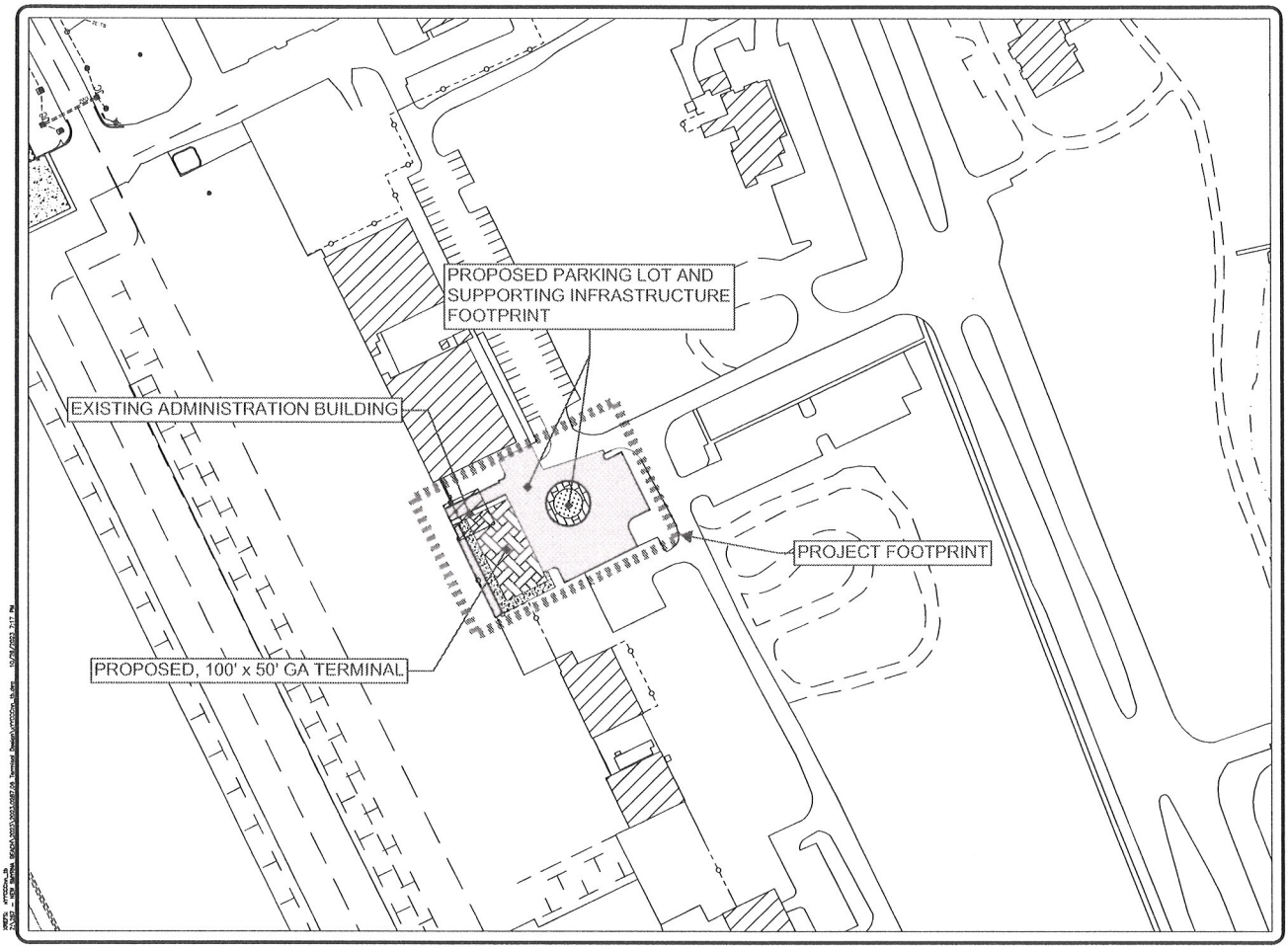
END OF ATTACHMENT A

EXHIBIT B - HOUR AND FEE PROPOSAL
DESIGN SERVICES FOR AIRPORT ADMINISTRATION BUILDING
NEW SMYRNA BEACH MUNICIPAL AIRPORT

10/26/2023

TASK	DESCRIPTION	Principal		Project Director/Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	$ 215	Rate/Hour:	$ 170	Rate/Hour:	$ 145	Rate/Hour:	$ 115	Rate/Hour:	$ 110	Rate/Hour:	$ 70			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN															
1.1	Grant Administration and Project Coordination	2	$ 430	4	$ 680		$ -		$ -		$ -		$ -	6	$ 1,110	$ -
1.2	Acquire topographic survey		$ -		$ -	4	$ 580		$ -		$ -		$ -	4	$ 580	$ 9,980
1.3	Acquire geotechnical information		$ -		$ -	4	$ 580		$ -		$ -		$ -	4	$ 580	$ 7,000
1.4	Develop schematic site and building design plans		$ -	4	$ 680	16	$ 2,320	24	$ 2,760		$ -		$ -	44	$ 5,760	$ 17,750
1.5	Develop pavement design		$ -		$ -		$ -	4	$ 460		$ -		$ -	4	$ 460	$ -
1.6	Prepare construction cost estimate		$ -		$ -		$ -	4	$ 460	8	$ 880		$ -	12	$ 1,340	$ -
1.7	Submit Categorical Exclusion (CatEx)		$ -		$ -	4	$ 580		$ -		$ -	2	$ 140	6	$ 720	$ -
1.8	QA/QC		$ -	4	$ 680		$ -		$ -	4	$ 440		$ -	8	$ 1,120	$ -
	Subtotal	**2**	**$ 430**	**12**	**$ 2,040**	**28**	**$ 4,060**	**32**	**$ 3,680**	**12**	**$ 1,320**	**2**	**$ 140**	**88**	**$ 11,670**	**$ 34,730**
2	PRELIMINARY DESIGN															
2.1	Grant Administration and Project Coordination	2	$ 430	4	$ 680		$ -		$ -		$ -		$ -	6	$ 1,110	$ -
2.2	Field verify survey		$ -		$ -	4	$ 580	4	$ 460		$ -		$ -	8	$ 1,040	$ -
2.3	Develop preliminary paving, grading, and drainage plans		$ -		$ -	16	$ 2,320	80	$ 9,200	80	$ 8,800		$ -	176	$ 20,320	$ -
2.4	Develop preliminary building plans		$ -		$ -	4	$ 580		$ -		$ -		$ -	4	$ 580	$ 39,600
2.5	Develop preliminary utility plans		$ -		$ -	8	$ 1,160	24	$ 2,760	16	$ 1,760		$ -	48	$ 5,680	$ -
2.6	Develop Draft CSPP		$ -		$ -	4	$ 580	8	$ 920		$ -		$ -	12	$ 1,500	$ -
2.7	Submit FAA OE/AAA (Airspace Review)		$ -		$ -	2	$ 290	2	$ 230		$ -		$ -	4	$ 520	$ -
2.8	Develop general and technical specifications		$ -		$ -	4	$ 580	16	$ 1,840		$ -	8	$ 560	28	$ 2,980	$ -
2.9	Update construction cost estimate		$ -		$ -	4	$ 580	8	$ 920		$ -		$ -	12	$ 1,500	$ -
2.10	QA/QC		$ -	8	$ 1,360		$ -		$ -		$ -		$ -	8	$ 1,360	$ -
	Subtotal	**2**	**$ 430**	**12**	**$ 2,040**	**46**	**$ 6,670**	**142**	**$ 16,330**	**96**	**$ 10,560**	**8**	**$ 560**	**306**	**$ 36,590**	**$ 39,600**
3	FINAL DESIGN															
3.1	Grant Administration and Project Coordination	2	$ 430	4	$ 680		$ -		$ -		$ -		$ -	6	$ 1,110	$ -
3.2	Finalize design plans		$ -		$ -	16	$ 2,320	24	$ 2,760		$ -		$ -	40	$ 5,080	$ 11,400
3.3	Submit stormwater permit application		$ -		$ -	8	$ 1,160	16	$ 1,840		$ -		$ -	24	$ 3,000	$ -
3.4	Finalize CSPP and upload to OE/AAA for FAA review and approval		$ -		$ -	4	$ 580		$ -		$ -		$ -	4	$ 580	$ -
3.5	Finalize general and technical specifications		$ -		$ -	4	$ 580		$ -	8	$ 880	8	$ 560	20	$ 2,020	$ -
3.6	Prepare final construction cost estimate		$ -		$ -	4	$ 580	4	$ 460	4	$ 440		$ -	12	$ 1,480	$ -
3.7	QA/QC		$ -	8	$ 1,360		$ -		$ -	8	$ 880		$ -	16	$ 2,240	$ -
	Subtotal	**2**	**$ 430**	**12**	**$ 2,040**	**36**	**$ 5,220**	**44**	**$ 5,060**	**20**	**$ 2,200**	**8**	**$ 560**	**122**	**$ 15,510**	**$ 11,400**
	Total	**6**	**$ 1,290**	**36**	**$ 6,120**	**110**	**$ 15,950**	**218**	**$ 25,070**	**128**	**$ 14,080**	**18**	**$ 1,260**	**516**	**$ 63,770**	**$ 85,730**

Total Project Fee	**$ 149,500**



AVCON

AVCON, INC.
ENGINEERS & PLANNERS
5000 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-6779
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER, 6007
www.avcontm.com

This item has been digitally signed and sealed by:

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROFESSIONAL SEAL

GA TERMINAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT (EVB)
NEW SMYRNA BEACH, FLORIDA

PROJECT SCOPE EXHIBIT

ATTENTION

THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION OF AVCON, INC. AND IS SUBMITTED TO THE CLIENT, AVCON, INC. FOR USE BY THE INTENDED RECIPIENT AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC., ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY: DJN
DATE: OCTOBER 2023

FDOT FM NO.
FAA AIP NO.
AVCON PROJECT NO.
CADD:

PROJECT SCOPING

EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant - Orlando
1025 Greenwood Boulevard Suite 285
Lake Mary FL 32746

License#: 23894

CONTACT NAME: Catherine Goff
PHONE (A/C, No, Ext): 407-740-5550 **FAX (A/C, No):** 407-740-5522
E-MAIL ADDRESS: orlandocommercial@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Travelers Indemnity Co of Amer	25666
INSURER C : The Travelers Indemnity Company	25658
INSURER D : Travelers Casualty Ins Co Amer	19046
INSURER E :	
INSURER F :	

INSURED
AVCON, INC.
5555 East Michigan Street Suite 200
Orlando FL 32822

AVCOINC-01

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ 1,000,000 $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB007S607763	10/6/2023	10/6/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF PURCHASING OF A JOHN DEERE 5100E TRACTOR FOR AIRPORT DEPARTMENT.

November 14, 2023

Background:

The Airport property is nearly 770 acres with most of the grounds being maintained by Airport staff. Airport mowing equipment consists of one Massey Ferguson tractor that uses a 15-foot Bushhog batwing mower and two zero turn riding mowers. The 2015 4x2 Massey Ferguson, purchased then for $20,000, has become difficult to find parts for or service centers that can complete repairs. In August 2023, the Airport tractor shut down while in use on the airfield, and City Fleet staff were unable to get the tractor back in service. Fleet was able locate only one company locally that would work on a Massey Ferguson and that is Ring Power. They were able to come out the next morning and pick up our tractor and take it back to their shop to determine what repairs would be needed.

The first repair quote came back as two phases. Phase 1 cost would $14,024.60 to clean and flush hydraulic system and transmission. Phase 1 of the repair quote could get the tractor back in service but if there is damage to the internal clutches they would need to immediately start Phase 2 of the repairs. Phase two of the repair is estimated at $19,179.32 and is for the internal repairs.

Due to August being one of the peak grass growing months the airport had to rent a tractor. Fleet was able to locate us a 4x4 enclosed cab tractor from Ring Power at a cost of $1,942 per month that was available to be delivered within 24 hours. With the 4x4 mower we have noticed productivity increased and with the enclosed cab staff is not as exposed to the summer heat and they have been able to mow in the afternoon showers where in the past they would have to stop.

For these reasons it was decided to quote a tractor comparable to the rental model and fleet was able to supply us with quotes and help us determine the best tractor for our needs.

1. John Deere $64,324.96
2. Kubota $63,831.92
3. Massey Ferguson $91,881

Fleet and Airport Management recommend purchasing the John Deere tractor through the Sourcewell contract and acquisition will be done by cooperative purchasing. The vendor for this tractor will provide Fleet with an inventory of parts to be stored on site making them readily available for quick repairs as well as an optional extended warranty to cover all major components for up to 5 years. Additionally, this vendor has a loaner fleet of equipment that we would have access to in the event of a major repair needed on the new tractor. Their quote was not the lowest but with the quality of equipment, horsepower available and the options available through this vendor staff would like to move forward with the second lowest quote.

This will replace asset# 11574 that will be sent to auction with sale funds going back into the Airport Fund.

Initially, it was expected that the tractor would make it to 12 years in service before being replaced so it was not included for consideration in the FY24 Fleet Capital plan. However, the needed repairs exceed the threshold of 50% repair expenses vs. purchase price so Fleet recommends replacing the equipment now as opposed to keeping it in service for only a few more years. Funds for this purchase will be provided by a budget amendment, also on this agenda for approval, taking fund from the Airport fund.

Findings:

Fleet recommends the approval of purchasing the John Deere 5100E tractor from Everglades Equipment Group for $64,324.96 and the purchase of an additional 3 years of warranty coverage for $2,880, for a total amount of $67,204.96. Fleet's expected lifecycle of this new asset is 12 years or 7,000 hours and Fleet would recommend an annual allocation of $7,700 be set aside over the course of those 12 years in order to pay for the replacement.

Fiscal Analysis:

A budget amendment coming from the Airport Fund Reserves to Airport Capital Machinery and Equipment, 10454201-564204-24AP2 in the amount of $67,300.

Strategic Plan Item:

No

Staff Report Created By: Tammy Hall

Attachments:

John Deere Quote
John Deere Extended Warranty Proposal
Kubota Quote
Massey Ferguson Quote

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

Travis Long

Everglades Equipment Group
12049 S Orange Blossom Tr
Orlando, FL 32837

Tel: 407-240-1023
Fax: 407-240-2511
Email: tlong@efe1963.com

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate
- ☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
12049 S Orange Blossom Tr
Orlando, FL 32837
407-240-1023
info@efe1963.com

Quote Summary

Prepared For:

CITY OF NEW SMYRNA BEACH
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168
Business: 386-424-2211
HHALL@CITYOFNSB.COM

Delivering Dealer:

Everglades Equipment Group
Travis Long
12049 S Orange Blossom Tr
Orlando, FL 32837
Phone: 407-240-1023
tlong@efe1963.com

Quote ID: 29580847
Created On: 08 September 2023
Last Modified On: 20 October 2023
Expiration Date: 23 November 2023

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 5100E CAB TRACTOR FT4	$ 79,413.55	$ 64,324.96	X	1	=	$ 64,324.96

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)
Price Effective Date: September 9, 2023

Equipment Total **$ 64,324.96**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 64,324.96
Trade In	
SubTotal	**$ 64,324.96**
Est. Service Agreement Tax	$ 0.00
Total	$ 64,324.96
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 64,324.96**

Salesperson : X _____ **Accepted By : X** _____

Confidential

Selling Equipment

Quote Id: 29580847 **Customer Name:** CITY OF NEW SMYRNA BEACH

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Everglades Equipment Group
12049 S Orange Blossom Tr
Orlando, FL 32837
407-240-1023
info@efe1963.com

JOHN DEERE 5100E CAB TRACTOR FT4

Hours:
Stock Number:
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)
Price Effective Date: September 9, 2023

Suggested List *
$ 79,413.55
Selling Price *
$ 64,324.96

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697SP	5100E CAB TRACTOR FT4	1	$ 76,482.00	19.00	$ 14,531.58	$ 61,950.42	$ 61,950.42
	Standard Options - Per Unit						
182A	Less AutoTrac™/Less ISOBUS	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
183A	JDLink™ Capable	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
0202	United States	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operators Manual	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
0500	Less Packaging	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
1381	PowrReverser™ 12F/12R with 540/540E PTO	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
1799	Less Loader Prep	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
1950	Less Application	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
2050	Standard Cab	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
2120	Air Suspension Seat	1	$ 871.00	19.00	$ 165.49	$ 705.51	$ 705.51
3025	Deluxe Cornerpost Exhaust	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	$ 1,048.00	19.00	$ 199.12	$ 848.88	$ 848.88
3400	Less Mid Valves	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
5192	19.5L - 24 In. 10PR R4 Bias	1	$ -498.00	19.00	$ -94.62	$ -403.38	$ -403.38
6040	MFWD (Mechanical Front Wheel Drive)	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
6133	12.5/80-18 10PR I3(R4 TYPE)	1	$ -899.00	19.00	$ -170.81	$ -728.19	$ -728.19
	Standard Options Total		**$ 522.00**		**$ 99.18**	**$ 422.82**	**$ 422.82**
	Technology Options/Non-Contract/Open Market						
1900	Less Display	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00

Confidential

Selling Equipment

Quote Id: 29580847 **Customer Name:** CITY OF NEW SMYRNA BEACH

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
12049 S Orange Blossom Tr
Orlando, FL 32837
407-240-1023
info@efe1963.com

1880	Less Receiver	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
	Technology Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Dealer Attachments/Non-Contract/Open Market						
AL222926	Antenna	1	$ 155.25	19.00	$ 29.50	$ 125.75	$ 125.75
AL232067	Radio - AM/FM, Bluetooth Ready, and Satellite Capable	1	$ 778.14	19.00	$ 147.85	$ 630.29	$ 630.29
BSJ10638	LED Beacon Light Kit - Cab	1	$ 225.50	19.00	$ 42.85	$ 182.65	$ 182.65
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	4	$ 153.26	19.00	$ 29.12	$ 496.56	$ 496.56
R262449	Front Weight Support, 55kg (121 lb)	1	$ 637.62	19.00	$ 121.15	$ 516.47	$ 516.47
	Dealer Attachments Total		**$ 2,409.55**		**$ 457.83**	**$ 1,951.72**	**$ 1,951.72**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 79,413.55**		**$ 15,088.59**	**$ 64,324.96**	**$ 64,324.96**

Confidential

JOHN DEERE PowerGard™ Protection Plan

Extended Warranty Proposal

Tractor

Date:19 Oct 2023

Machine/Use Information		Plan Description		Price	
Manufacturer:	**John Deere**	Plan Type:	New (Plan A)	Deductible:	$ 250
Equipment Type:	Tractor	Coverage:	Comprehensive	Cost:	$ 2880 *
Model:	5100E	Total Months:	60		
Country:	United States	Total Hours:	2000		
Scraper/Const. Use:	N/A				
Quoting Dealer:	EVERGLADES EQUIPMENT GROUP, Orlando, FL, US				

*** THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED.** GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the end of the John Deere Basic Warranty for tractors of 24 months or 2000 hours. The Total Months and Hours listed above include the John Deere Basic Warranty. "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

What PowerGard Protection is:

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Agricultural and Commercial equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not:

PowerGard Protection is **not insurance.** It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder,
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

PowerGard Protection Proposal Prepared for:

_____
Customer Name - Please Print

_____
Customer Signature

_____
Date

I have been offered this extended warranty and

☐ **I ACCEPT** the PowerGard Protection.

☐ **I DECLINE** the PowerGard Protection.

If declined,I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note: This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

Sourcewell
Utility Tractors & Mowers – 031121
CE and AG – 040319
Utility Vehicles 122220
Arkansas 4600041718
Delaware GSS-21673
Mississippi (CE Only) 8200056371
Mississippi 8200055841

M5-111HDC12-1 WEB QUOTE #2712629
Date: 9/27/2023 11:58:04 AM
-- Customer Information --
Hall, Heath
City of New Smyrna Beach
hhall@cityofnsb.com
3864242210

Quote Provided By
CRYSTAL KUBOTA & EQUIPMENT
Rush Rawlins
1580 S WOODLAND BLVD
DELAND, FL 32720
email: rrawlins@crystaltractor.com
phone: 3864905040

-- Standard Features --

-- Custom Options --

Kubota

M Series

M5-111HDC12-1
4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS
* * * EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS * * *

DIESEL ENGINE
Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
80 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 105.6
Engine Net HP: 100
Max . PTO HP: 89
Cab @ 2600 Engine RPM
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL TYPE
DPF System (Diesel Particulate Filter)
SCR System

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Pump
Max. Flow @ Rated Engine Speed: ROPS: 2400 rpm
Cab: 2600 rpm
Power Steering:5.4 gpm
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow - ROPS: 21.3 gpm
Total Flow - Cab: 23.1 gpm

REMOTE VALVES
(1) SCD (Self Canceling Detent)
(1) FD (Float Detent) on -1 models (2 Total standard)

3 POINT HITCH & DRAWBAR
Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24” Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24” Behind: 7275 lbs
2 External Lift Cylinders
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)
Live-Independent Hyd. PTO
SAE 1 3/8” Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
* if equipped 12/24 Standard

LIGHTING
2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights

TRANSMISSION
8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed
540/540E
24F/24R Two Range, 6-Speed Hi/Lo
540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE
Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY
Fuel Tank Capacity: 27.7 gal
DEF Tank Capacity: 3.2 gal
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS
LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

ULTRA GRAND CAB II
4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window
Tilt Steering Wheel
Dual Level Air Conditioning & Heater
Front and Wiper/Washer
Front Sun Visor
Retractable Seat belt
LH & RH Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V – 30-Amp 2 Wire Coupler
12V – 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Horn

SAFETY EQUIPMENT
Flip-Up PTO Shield
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

M5-111HDC12-1 Base Price:	$76,839.00
Configured Price:	$76,839.00
Sourcewell Discount:	($16,904.58)
SUBTOTAL:	$59,934.42
2Yr M5-111HDC12-1 Extended Warranty (4000 hrs.)	$2,500.00
Factory Assembly:	$260.00
Dealer Assembly:	$0.00
Freight Cost:	$737.50
PDI:	$400.00
Total Unit Price:	$63,831.92
Quantity Ordered:	1
Final Sales Price:	$63,831.92

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

2 Rear Halogen Worklights

SELECTED TIRES
AMR8530B & AMR8556B
FRONT - 12.4-24 R1W GOODYEAR OPTITRAC
REAR - 18.4-30 R1W GOODYEAR OPTITRAC

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.28

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: 9/22/2023
City of New Smyrna Beach

(1) NEW MASSEY FERGUSON MF5711 AGRICULTURAL TRACTOR

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Item #418: Group: Tractor: Agricultural Tractor 4x2
Contract Dates: October 1, 2022 through September 30, 2023

BASE MACHINE

BASE	MF4709 Per Sheriff's Contract Specifications	$47,675
MF5711	Upgrade to MF5711, Tractor, Base Machine Only	$40,242
	TOTAL OF BASE MACHINE	**$87,917**

NON-SPECIFIED OPTIONS

7292256	MASSEY FERGUSON CLASSIC TRACTOR 86 PTO HP	INCL
	DYNA-4 TRANSMISSION WITH 16F/16R GEARS 25 MPH	INCL
	PUSH BUTTON 4WD ENGAGEMENT	INCL
	OPEN CENTER HYDRAULIC SYSTEM	INCL
7292193	2 MECHANICAL CONTROLLED VALVES	INCL
	3RD MECHANICAL CONTROLLED VALVE	INCL
75-W1840	REAR: 420/85 R34	($1,104)
	FRONT: 340/85 R24	INCL
4377292M2	RADIO	$400
4349427M2	121 LBS FRONT WEIGHTS (8) @ $ 270/EACH	$2,160
ACW002695A	FRONT WEIGHT HARDWARE KIT	$125
	SUBTOTAL	$1,581
	LESS 15% SHERIFF'S CONTRACT DISCOUNT	($237)
	TOTAL OF NON-SPECIFIED OPTIONS	**$1,344**

WARRANTY

48 MONTH / 4000 HOURS BASIC	**$2,620**

TOTAL TRANSACTION PRICE	**$91,881**

RING INVESTMENTS LEASE:
2 YEAR / 2000 HOUR (1000 ANNUAL HOURS)
ANNUAL PAYMENT: $ 28,584.14
OPTION PRICE OR RETURN: $ 46,000

Best regards,

Jeremy Miles
Sales Representative
Ring Power Corporation

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) LARGE-SCALE COMMERCIAL FACADE/PROPERTY IMPROVEMENT GRANT AWARD OF $79,997.50 TO V PARK, LLC FOR AN ELIGIBLE COMMERCIAL FACADE/PROPERTY IMPROVEMENT PROJECT LOCATED AT 310 AND 318 N. DIXIE FREEWAY, NEW SMYRNA BEACH.

November 14, 2023

Background:

On April 13, 2021, the CRA Board and City Commission approved the program guidelines, target area, and budget allocations for (3) new CRA Commercial Facade/Property Improvement Grant Programs. The grant programs allow the CRA to fund eligible commercial property or business owners on a reimbursement or dollar for dollar match of their documented cost to enhance commercial facades or property improvements. The grants' targeted area includes the US 1 corridor and Historic Westside neighborhood. The grant programs include the Small-Scale Commercial Facade/Property Improvement Grant, Large-Scale Commercial Facade/Property Improvement Grant, and the Adaptive Reuse Opportunity Grant.

Small-Scale Commercial Facade/Property Improvement Grant Summary

FY 23/24 Total Budget Allocation: $200,000
Grant Goal: To encourage desired and value-added commercial facade/property improvements.
Grant Stipulation: There is a cap per eligible applicant of up to $20,000. To be eligible for a $20,000 grant award, a grantee must provide documented proof of payment of at least $40,000 on completed CRA grant related commercial facade/property improvement work items.

Large-Scale Commercial Facade/Property Improvement Grant Summary

FY 23/24 Total Budget Allocation: $600,000
Grant Goal: To encourage desired and value added exterior commercial facade/property improvements within the targeted area of the program.
Grant Stipulation: There is a cap per eligible applicant of up to $100,000. To be eligible for a full $100,000 grant award, a grantee must provide documented proof of payment of at least $200,000 on completed CRA grant related commercial facade/property improvement work items.

Adaptive Reuse Opportunity (ARO) Grant Summary

FY 23/24 Total Budget Allocation: $750,000

Grant Goal: To encourage innovative and value-added changes of use for underutilized commercial or industrial properties that are listed for sale or lease.
Change of Use Example: A current underutilized commercial building/property is listed for sale or lease. The previous business use was a gas station or convenient store. A new commercial owner or business tenant desires to redevelop the building or property as a new professional office. This would be an example of a change of use for the property.
ARO Grant Stipulation: There is a cap of $250,000 per eligible grant applicant. To be eligible for a full $250,000 grant award, a grantee must provide documented proof of payment of at least $500,000 on completed CRA grant related commercial facade/property improvement work items.

Grant eligible properties include:

- Commercial
- Industrial

Grant eligible businesses include:

- Aerospace
- Aviation
- Light Industry
- Creative Class (including High Tech)
- Professional Office
- Healthcare
- Retail
- Professional Office

Grant Application and Award Process

Step 1: CRA staff or applicant uses online CRA Grants Targeted Area Interactive Map to determine if commercial or industrial zoned property is eligible for funding consideration.
Step 2: If applicant's property and business are eligible, the applicant determines which grant program best aligns with their project goals and submits a completed application.
Step 3: Applicant submits complete grant application package to CRA/Economic Development staff for review and consideration. Based on the proposed commercial facade/property improvement project scope of work, CRA staff may help schedule applicant for a Pre-App meeting so that the applicant can obtain the appropriate City and Utilities staff feedback on the proposed project and obtain the necessary permits and/or site plan approvals prior to CRA Board grant approval consideration.
Step 4: CRA/Economic Development staff presents grant application or request to the CRA Board or City Commission for approval.
Step 5: If awarded a CRA grant, the applicant (grantee) begins their commercial facade/property improvement project.
Step 6: Upon completion of the commercial facade/property improvement project work

items, the grantee submits reimbursement request to the CRA for reimbursement processing. The applicant must provide supporting documentation as part of their reimbursement request.

Grant Applicant Overview

During the FY 23 budget period, V Park, LLC submitted an application to the CRA/Economic Development Department for a Large-Scale Commercial Facade/Property Improvement Grant. The grant was submitted for a commercial facade/property improvement project located at 310 and 318 N. Dixie Freeway, New Smyrna Beach. V Park, LLC purchased the property on July 21, 2023, for $565,000.

Grant Applicant Business Expansion and Redevelopment Plans

New Visions Painting LLC, an affiliated company of V Park, LLC, is a painting company that is based out of New Smyrna Beach and employs 10 full-time employees. V Park, LLC plans to revitalize the existing underutilized property by creating a "New Visions Business Park" that will include up to 5 professional office spaces. The office spaces will give local small businesses an opportunity to do business along the US 1 commercial corridor.

Findings:

Grant Scope of Work and Cost Overview

The applicant included cost estimates for the program eligible work items within the grant application. The work items include exterior painting, roof repair, decorative exterior facades, exterior windows, landscaping, irrigation, exterior lighting, parking lot, fencing, signage, and exterior wall repair improvements.

The applicant obtained three (3) contractor estimates. The contractors included:

- James Streight's Painting and Handyman Services, LLC- DeLand, FL
- East Florida Construction, LLC- Daytona Beach, FL
- MLD Enterprise of Florida, LLC (DBA Davis Construction)- New Smyrna Beach, FL

Based on the three (3) estimates, the applicant chose East Florida Construction, LLC to make the commercial facade/property improvements at 310 and 318 N. Dixie Freeway. The estimated total project cost is $159,955. A scope of work and estimated cost summary is provided in the table below.

COMMERCIAL FACADE/ PROPERTY IMPROVEMENT	ESTIMATED COST
Painting	$17,400
Roof Repair	$23,750

Decorative Exterior Facade Improvements (Includes Exterior Wall Repairs)	$32,400
Exterior Windows (Includes Patio/ Deck Windows)	$10,450
Landscaping	$26,780
Irrigation	$2,900
Parking Lot Enhancements	$23,450
Exterior Lighting	$675
Signage	$6,700
Fencing	$5,800
Renovation debris removal (includes contractor mobilization, equipment, and dumpster for roof work)	$4,700
Exterior Security Features	$4,950
Estimated Total Project Cost	**$159,955**

Based on approved CRA Large Scale Commercial Facade/Property Improvement Grant Program criteria, the subject property, proposed business uses, and commercial facade/property improvement plans are in compliance. The applicant will be requesting a reimbursement in the amount of $159,955. To calculate the CRA Grant Reimbursement amount, the following formula was utilized: $159,955 * 0.5 (50%) = $79,997.50.

Staff Recommendation to the CRA Board/City Commission

CRA/Economic Development staff recommends that the CRA Board/City Commission approve a Large-Scale Commercial Facade/Property Improvement Grant Award in the amount of $79,997.50 to V Park, LLC for an eligible commercial facade/property improvement project at 310 and 318 N. Dixie Freeway.

Fiscal Analysis:

The Large-Scale Commercial Facade/Property Improvement Grant, in the amount of $79,997.50, will be charged to the CRA's Development and Incentives Account (Account # 12551502:583003).

Strategic Plan Item:

No

Staff Report Created By: Christopher Edwards

Attachments:

V Park LLCRA LS CFPI Grant ___PPT November 14 2023 CRA Board-City Commission Meeting w concept.pdf
V Park LLC- CRA LS CFPI Grant Agreement with Exhibit A Redevelopment Plan.pdf
V Park LLC CRA LS CFPI Grant Request.pdf

Large Scale Commercial Façade/ Property Improvement Grant Consideration
for
V Park, LLC
310 and 318 N. Dixie Freeway, New Smyrna Beach

CRA BOARD/CITY COMMISSION MEETING

NOVEMBER 14, 2023

310 and 318 N. Dixie Freeway –Aerial View

310 N Dixie Fwy- Aerial View



318 N Dixie Freeway



310 and 318 N. Dixie Freeway -US 1 View

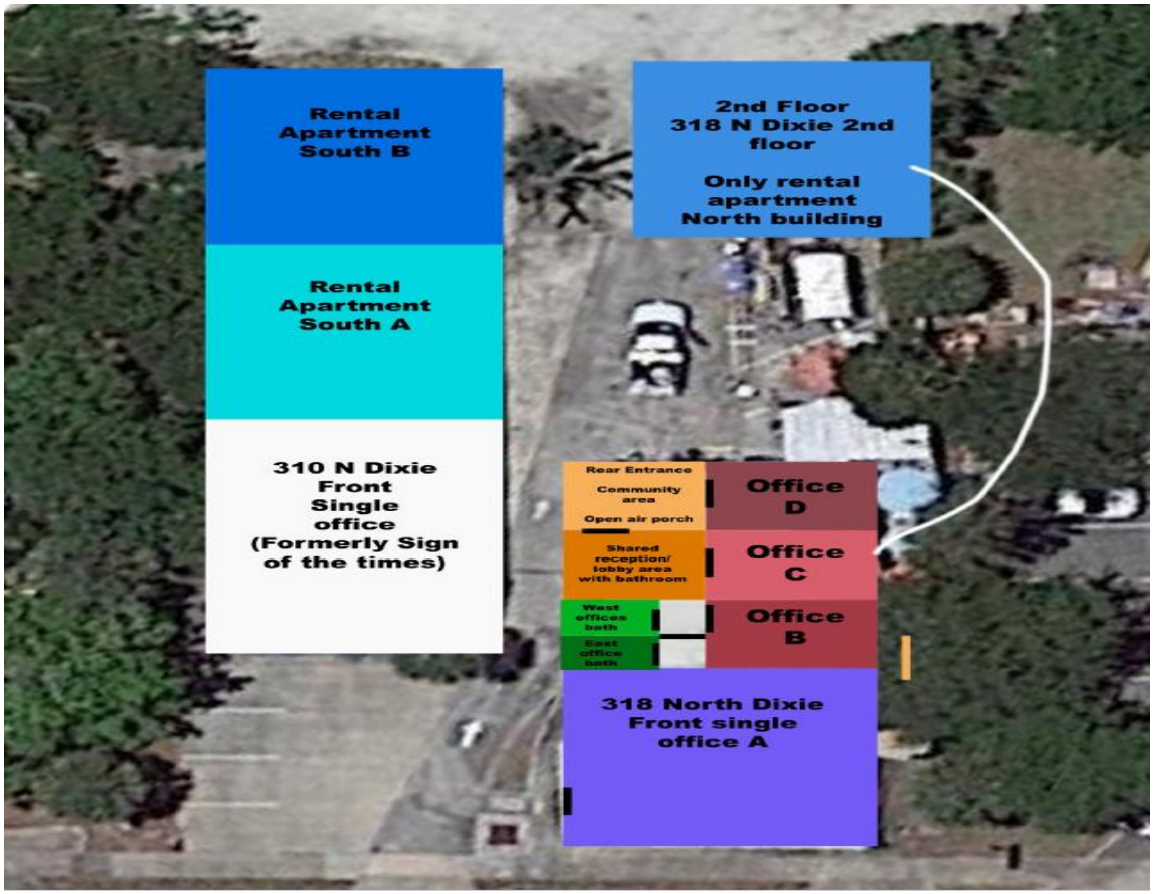




310 and 318 N. Dixie Freeway – Exterior Façade/Property Improvement Concept



310 and 318 N. Dixie Freeway – Proposed Office Layout Plan



310 and 318 N. Dixie Freeway
Grant Request Summary

Exterior Scope of Work:

- Painting (earth tone color scheme)
- Roof Repair
- Landscaping (includes irrigation)
- Decorative exterior facades
- Exterior Wall Repair
- Fencing
- Exterior Windows
- Exterior Lighting
- Parking lot enhancements
- Exterior Security Features



- Renovation debris removal (includes contractor mobilization, equipment, and dumpster for roof work)

Estimated Project Cost: $159,955

Large Scale Commercial Façade/Property Improvement Grant Request: $79,997.50 (max award amount)

Award Amount Formula: $159,955 * 0.5 (50%)= $79,997.50

(CRA Grant would provide 50% cost reimbursement for program eligible scope of work items)

310 and 318 N. Dixie Freeway Project Timeline

- Contingent on November 14th CRA Board approval, project work begins November 15th
- Completion of full project anticipated during Quarter 1 of 2024



CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY
LARGE SCALE COMMERCIAL FAÇADE/PROPERTY IMPROVEMENT
GRANT AGREEMENT

This agreement is entered into this ____ day of ____ 2023 by and between the City of New Smyrna Beach Community Redevelopment Agency, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and V Park, LLC. ("**GRANTEE**"), a Florida Limited Liability Company.

RECITALS

WHEREAS, **GRANTOR** has established an Large Commercial Façade/Property Improvement Grant Program to further the U.S. 1 Community Redevelopment Area (CRA) Master Plan and encourages revitalization of commercial and industrial properties by assisting in the cost of exterior commercial façade/property improvement projects within the U.S. 1 CRA Area; and

WHEREAS, **GRANTEE** is the manager of a business located at 310, and 318 N. Dixie Freeway, New Smyrna Beach, and has made application for a grant under the Large Scale Commercial Façade/Property Improvement Grant Program for exterior painting, roof repair, decorative exterior facades, exterior windows, landscaping, irrigation, exterior lighting, parking lot improvements, fencing, signage, and exterior wall repair; and

WHEREAS, GRANTOR has evaluated the application against the program criteria and finds that the proposed improvements to be made by GRANTEE satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to improve the exterior painting, roof repair, decorative exterior facades, exterior windows, landscaping, irrigation, exterior lighting, parking lot improvements, fencing, signage, and exterior wall repair of the commercial property located at 310, and 318 N. Dixie Freeway, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE** agrees that it is required to obtain all necessary permits in order to proceed with the proposed exterior improvements and that all work must comply with the City's Land

Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

(b) **GRANTEE** agrees that the work involved for the proposed exterior commercial façade/property improvements must begin within thirty (30) calendar days of the date of last execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before March 1, 2024.

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency Board.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned exterior painting, roof repair, decorative exterior facades, exterior windows, landscaping, irrigation, exterior lighting, parking lot improvements, fencing, signage, and exterior wall repair is $79,997.50 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling $159,955 the maximum eligible grant award to GRANTEE is $79,997.50 subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1 improvements have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors.

No later than 30 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to V Park, LLC, 418 Cedar Avenue, New Smyrna Beach, Florida 32168.

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount more than the maximum eligible grant award.

(d) In the event project costs exceed the estimated costs provided at the time of application, GRANTEE must request reconsideration of the maximum eligible grant award from the City Manager. City Manager may grant an increase of the maximum eligible grant award by no more than 20% of the amount specified in Section 2 of this agreement.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at 310, and 318 N. Dixie Freeway. Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE. GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of **GRANTOR** for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior commercial façade/property improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the exterior improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the exterior improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. GRANTEE agrees that if the commercial property is listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Large Scale Commercial Façade/Property Improvement Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials,

officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Large Scale Commercial Façade/Property Improvement Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 7. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Large Scale Commercial Façade/Property Improvement Grant provided for in this Agreement.

WITNESSES:

CITY OF NEW SMYRNA BEACH, COMMUNITY REDEVELOPMENT AGENCY

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KHALID RESHEIDAT, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by **FRED E. CLEVELAND**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KHALID RESHEIDAT** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary Seal

WITNESSES:

Emily Mistell

Print Name: Emily Mistell

Print Name: Travis Mosher

ORCHARD HOLDINGS, LLC

BY: _____

JASPER MOSHER, Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25TH day of OCTOBER, 2023, by **JASPER A MOSHER**, Manager of V Park LLC. He is personally known to me or has produced DRIVER LICENCE as identification.

_____

NOTARY PUBLIC

Notary Seal

JANETE R. SAUNDERS
Notary Public
State of Florida
Comm# HH328838
Expires 11/2/2026

Exhibit A

Large-Scale Commercial Façade/Property Improvement Grant

V Park, LLC

Redevelopment Plan

for

310 and 318 N. Dixie Freeway

11-14-23 CRA Board/City Commission Meeting

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

310 N Dixie Freeway



01/16/2023

318 N Dixie Freeway



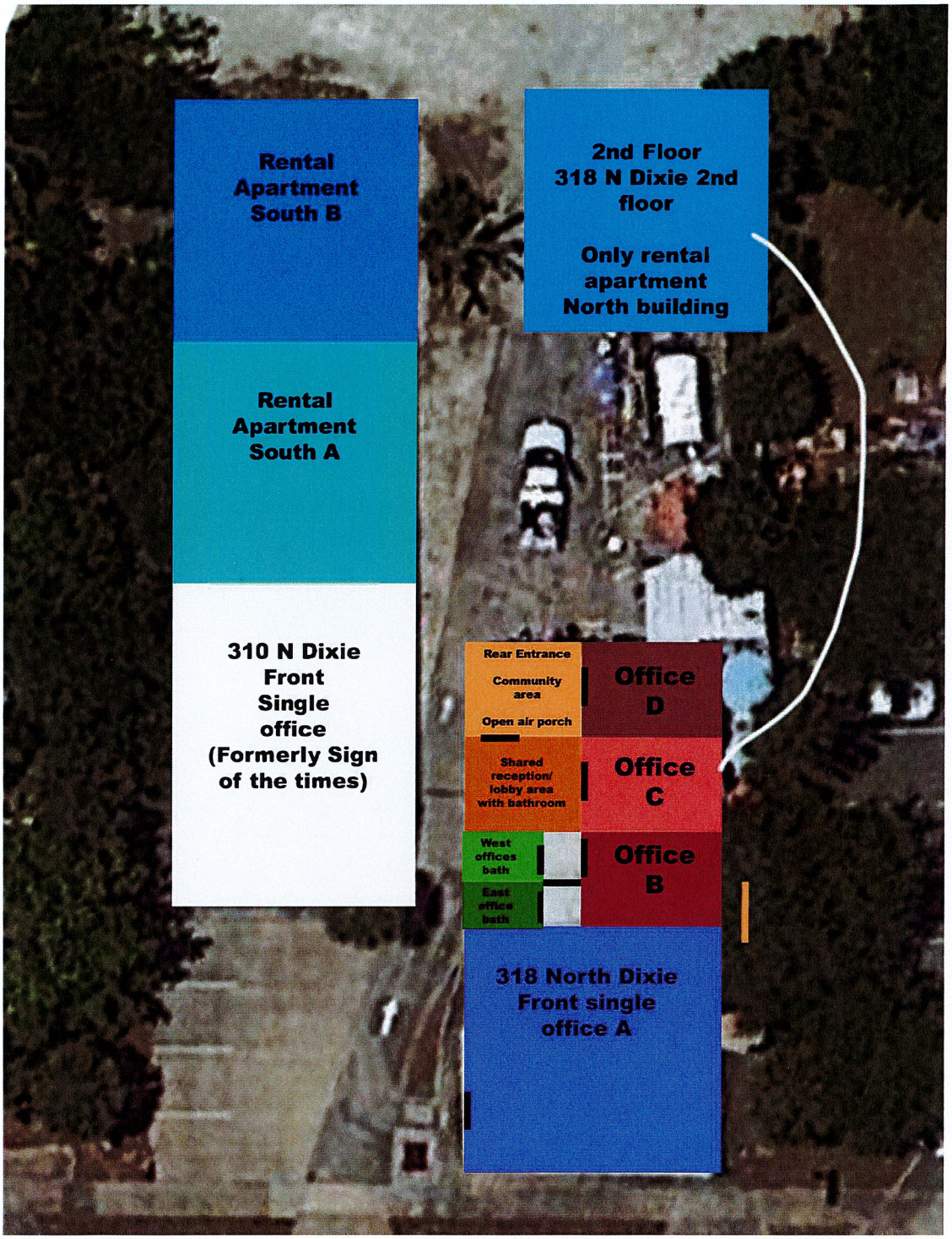
01/16/2023

310 and 318 N. Dixie Freeway

Commercial Façade/Property Improvement Façade Improvements Concept

(earth tone color subject to change to other city LDR earth tone color requirements)




Rental Apartment South B
Rental Apartment South A
310 N Dixie Front Single office (Formerly Sign of the times)
2nd Floor 318 N Dixie 2nd floor
Only rental apartment North building
Rear Entrance
Community area
Open air porch
Office D
Shared reception/ lobby area with bathroom
Office C
West offices bath
East office bath
Office B
318 North Dixie Front single office A

- VISION PARK

-- Exterior Remodel Description of work

1.) Painting Exterior

Prime and paint entire exterior body and trim of both buildings to new colors using Ben Moore Sealer and Ben Moore Aura topcoat. Includes Porch, all sides, soffits, mansard, doors, front brick, facia and basic caulking and patchwork. Please price for an intense amount of caulking and puttying as these buildings have not been coated in possibly 20 years. Heavy priming requested as well.

2.) Roofing Repairs

A.) Upper Metal Roof - Roof has been coated many times and needs to have all loose coatings scraped and sanded off and be heavily pressure washed. Rusting areas will be coated using 2 part macroepoxy to lock rust down after neutralizing using Ospho chemicals. Roof then needs to be coated using 2 coats of 4 mil GACO roof system to waterproof and leave roof looking fresh and new

B.) Flat roofs - Flat roofs looking worn and have presented leaks. These roofs are to be primed using Richards MegaPrime to lock in tannins preventing yellowing and coated using the Gaco 2 coat roof system (3 flat roofs as seen in pics

3.) Landscaping

A.) Remove 2' of concrete along front brick sidewalk area of 318 North Dixie and along 2 front windows of 310 North Dixie to create in-ground large planter boxes. These boxes will be filled using 30 seven gallon Dwarf Ixora plants. These areas will then be filled with chipped granite stone along with all items below receiving same stone.

B.) Rectangle area in front of 318 N Dixie will have rectangle shaped using concrete saw to tighten edges and have a triple foxtail palm planted in center. Surrounding the Foxtail will be 50 Asian Jasmine plants filling in rectangle

C.) Long skinny triangle along South side of 418 N Dixie will receive a hedge of 15 Potocorpuses between dropdown brick wall that leads to a door that no longer has an inner half. This will increase safety in this area and look great. Fixing the brick wall around it with brick and mortar will be included in this line item

Landscaping continued:

D.) 318 N Dixie has a long planter running down South side to porch. This area will have 7 15 gallon Colusia plants put in a row and have a row of 22 Asian Jasmine plants put in front of it.

E.) In ground planter box running behind 318 towards railroad is an eyesoar view from parking into the back lot storage of the neighboring pool company. This entire row is to have 20 viburnums planted to grow into a privacy hedge. This would include transplanting the small plants in this area to the small ground planter on the West side of 318 N Dixie

4.) Irrigation

Irrigation lines will need to be run to the 5 areas listed in landscaping above only. Hooking in at building lines or water main and attaching watering timer provided by contractor to water at night in accordance with city watering guidelines.

5.) Parking Lot & Asphalt

A.) Asphalt running from entrance at US1, between buildings and to back of property line is to have any cracks patched, rough edges asphalted straight with crisp edges and have SealCoat applied to all asphalt in this area leaving a new looking fresh blacktop appearance.

B.) Parking lot lines are to be re-striped in the exact position and length as are existing. We are not changing the 70 year long parking structure of this lot in any way. This project is simply to freshen and recolor the lot looking newer not to make any actual changes.

C.) Concrete Sidewalks belonging to property, concrete walkways and concrete area of driveway will all have 2 coats of Richards Xylene based stain applied in dark gray color. This color will nicely accent the new blacktop asphalt leaving a modern 2 tone look to the Entrance

D.) Driveway along the South side of 310 N. Dixie is in poor condition due to tree roots running through causing major lifting and potholes. This stretch is to have asphalt scraped off, roots cut out and new asphalt put down in it's place. Contractor responsible to dispose of old asphalt.

6.) Siding and rotten wood replacement

A.) Replace rotten areas of along bottom of North side of 312 N. Dixie along with patching 3 holes along this wall. Also remove all fixtures, old lights, staples, screws and old plastic clips.

B.) Replace warped vinyl blue mansard at front of 310 N. Dixie all the way around and put hardee lap siding in it's place. include new ridge cap along top of this area.

C.) Replace all t-1-11 siding on South side of 318 N. Dixie from entrance door on SouthEast corner to the beginning of the porch. This wood is rotting and patchy. On this wall the door that no longer exists as an entrance, the Air conditioner hole and the old cable lines are to be removed and new siding will cover these areas.

D.) Replace Facia along 2nd story roof of 316 N Dixie. Has rotted out and needs replacing. Please price to replace entire board along with wrapping face with aluminum to protect wood.

E.) Patch, sand and fix the 16 small areas around the South and West areas of 318/316 N. Dixie. Spots will be marked with red spraypaint.

7.) Window Replacement

A.) Front glass at 318 and 310 N Dixie will be replaced with storefront glass tempered in large sheets to remove the small panel jailhouse style windows. (4 Panels)

8.) Sign

Sign image is attached. This price will include the sign construction, vinyl with wording applied to facing, erecting and installing of sign into ground.

9.) Lighting - Non Security

Lights at entry door of 310, 312a, 312b, 318 and back porch are to be replaced with modern PVC lights matching new modern look. Also 4 solar lights to be attached to the sign and below sign to light up at night

10.) Security cameras and lighting

Contractor to purchase and install 6 Ring cameras on the 2 buildings strategically placed to capture all angles. This would include solar chargers for the batteries so power wires would not need to be run. 4 Cameras in property entry locations are to have motion lights attached to camera/solar panel as well

11.) Porch Remodel

All window panels on open air porch on back of 318 are to have noseum screen installed with wood frame construction to secure them. Screen door to be installed at entry to porch

12.) Fencing/Gates

A.) 2 white PVC gates to be installed at entrance to South of 310 N Dixie and to North of 318 N Dixie. South gate to be large double doors to open for driving. North gate to be single swing out door. To include hardware and removal of current East facing North fence panel

Vision Park Requested Info

NEW VISIONS
Professional Painting

-TIMELINE -
From date of CRA Board/City Commission approval, we plan to put our contractor to work immediately and finish sometime in Quarter 1 of 2024. Of course with some raw material shortages, how busy sub contractors are currently and waiting on cer-tain items such as tempered glass this may delay completion.

-DRAW SCHEDULE-
As the CRA packet states draws are acceptable, I would like to request a draw of 50% of the total once 50% of the work has been performed and 50% of the materi-als have been purchased. I will contact the CRA at this point and they will of course make the decision we are at 50%. We appereciate this offer.

Travis Mosher
Owner
Vision Park



Large-Scale Commercial Façade/Property Improvement Grant

V Park, LLC Grant Request

for

310 and 318 N. Dixie Freeway

11-14-23 CRA Board/City Commission Meeting

NEW SMYRNA BEACH

COMMUNITY REDEVELOPMENT AGENCY

Large Scale Commercial Facade Property Improvement Grant Program Overview

Total Budget Allocation: $600,000- Awards up to $100,000/Applicant
(as funds are available)

PROGRAM DESCRIPTION:

The Large-Scale Commercial Facade/Property Improvement Grant Program awards funds for EXTERIOR ONLY improvements to commercial businesses and properties that are located within a targeted area of the city's US 1 Community Redevelopment Agency (CRA) area.

These improvements can include, but are not limited to: facade painting, parking lot resurfacing, signage, landscaping, etc. Maximum CRA grant awards cannot exceed $100,000 per applicant. The Large-Scale Commercial Facade/Property Improvement Grant was created to encourage and incentivize the redevelopment of commercial buildings and properties with commercial frontage along the US 1 corridor (i.e., Dixie Freeway) and Historic Westside targeted areas. The program allows the CRA to fund grant recipients or grantees on a reimbursement basis for 50% of the cost to enhance commercial facades and property improvements up to $100,000.

For example: For a CRA Grant Recipient to receive the full $100,000 CRA reimbursement grant, the applicant must spend a minimum $200,000 on eligible exterior commercial façade/property improvement items. Once the required documentation has been submitted to CRA staff for approval and the project obtains necessary regulatory approval, the $100,000 is reimbursed to the recipient.

To be considered, commercial property or business owners within the CRA's targeted area must submit a completed application accompanied by at least (3) estimates from licensed general contractors. Other estimates may be acceptable depending upon the type of improvement proposed; please contact the CRA/Economic Development Department regarding your specific proposal to determine if quotes from other licensed businesses or companies would be accepted prior to obtaining the estimates.

PROGRAM RULES:

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to encourage commercial property owners to upgrade their properties by improving the external appearance of their business and to encourage businesses to invest in the growth of their business along the US 1 corridor and Historic Westside. The result will halt deterioration, stabilize property values, improve and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the targeted area of the CRA.

1. The program is available only for property located within the CRA District along the US 1 (i.e., Dixie Freeway) Corridor and Historic Westside with commercial frontage. **Click the link below to see if your address is in the CRA Grants' Targeted Area:** https://www.cityofnsb.com/1364/US-1-CRA-Grant-Program-Details

2. All proposed exterior façade/property improvements using CRA funds must be approved by the CRA Board before proceeding.

3. The program is for commercial properties and businesses only. Residentially zoned properties are NOT eligible (this includes multi-family units, apartment buildings and duplexes). The property owner must be the applicant. However, if the property is currently leased to a tenant, then the Application and Agreement must be jointly executed by both the owner and the tenant.

Eligible Properties include:
Commercial and Industrial Properties

Eligible Businesses include:

- Aerospace
- Aviation
- Light Industry (including Manufacturing)
- Creative Class, including High Tech
- Professional Office
- Healthcare
- Retail
- Restaurant

4. Eligible exterior Commercial Façade/Property Improvements for this program include:

- Painting
- Shutters
- Roof Repair
- Awnings/canopies
- Decorative exterior facade improvements
- Exterior doors/windows
- Landscaping around the building
- Irrigation
- Parking lot re-paving, re-sealing, re-striping
- Exterior lighting
- Patio or decks connected to the building
- Exterior wall repairs (e.g., stucco, brick or wood repairs and replacement)
- ADA improvements
- Signage
- Fencing (excluding chain link, barbed wire, and wood panels)
- Demolition of structure and (re)sodding of vacant property

- Public utilities and infrastructure required for business or commercial property
- Professional Design Assistance
- Exterior Security Features

Ineligible expenses include:

- Installation of trash receptacles
- Where a property is not currently in compliance, landscape material and work required to come into compliance with the City of New Smyrna Beach's Code of Ordinances or Land Development Regulations. Improvements made prior to grant approval
- Interior renovations
- Non fixed improvements
- Inventory or equipment
- Sweat equity (i.e., payment for applicant's own labor and performance for renovation or new construction work.
- Business payroll
- General periodic maintenance

5. All work must be done in compliance with applicable City of New Smyrna Beach Building Codes and Land Development Regulations. All contractors must be licensed in Florida. Please contact the City of New Smyrna Beach Development Services Department at (386) 410-2800 regarding the proposed work to schedule a Pre-Application Meeting prior to submitting a Large-Scale Commercial Facade Property Improvement Grant Application.

6. Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed after the grantee has received notification that the Grant Application has been approved by the CRA Board. Any work completed prior to receiving grant approval is ineligible for reimbursement.

7. The Large-Scale Commercial Façade/Property Improvement Grant Program is only available to applicants who have not previously participated in the program

APPLICATION PROCESS:

1. An applicant seeking a project grant may secure an application from the New Smyrna Beach Community Redevelopment Agency (CRA) located at 210 Sams Avenue (Old Connor Library) New Smyrna Beach, FL 32168, phone (386)-279-2497 or download the application from Community Redevelopment | New Smyrna Beach, FL - Official Website (cityofnsb.com)

2. The CRA will administer the Large-Scale Commercial Facade/Property Improvement Grant Program and funding. In addition to the appropriate City of New Smyrna Beach building inspections, the CRA will inspect the work to determine the satisfactory completion of the work.

3. Applicants may not have any outstanding City of New Smyrna Beach liens against their property. If an Applicant has an outstanding City of New Smyrna Beach lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

4. Application to this Program is not a guarantee of funding. Funding is at the sole discretion of the New Smyrna Beach CRA Board (i.e., Mayor and City Commission). Applications will be scored, ranked and presented to the CRA Board for final approval. The total available program funding is subject to change.

REIMBURSEMENT PROCESS:

1. Grant Payments — Subject to the terms and conditions of the Grant Agreement, reimbursement will be made within approximately ninety (90) days from the CRA receiving the following:

a) Detailed invoices, copy of processed or cancelled check and proof of payment for Eligible Reimbursable Costs

b) Building Department Inspection forms and completed final inspections.

2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule so as to facilitate the timely completion of some of the approved projects.

3. Site Visits — CRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement. Staff will complete a final inspection prior to issuing final payment.

4. Reporting — by accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.

5. The CRA will release funds to the client on a reimbursement basis at the completion of the entire project.

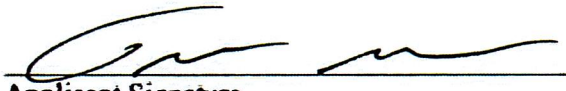
6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's compliance with the grant's requirements. The monitor will formally report the applicant's level of compliance to the CRA Director and will also report any corrective action plans that the applicant has committed to implementing in order to achieve the agreed upon compliance goals in the grant agreement. Staff will review the documents provided. If everything is in order, the project will be declared completed and process payment to the applicant for the amount allowed by the Grant Agreement.

I have read, understand and accept the program overview and guidelines set forth above for the Large-Scale Commercial Facade/Property Improvement Grant Program.

310/318 N. Dixie Freeway	New Smyrna Beach, FL 32168
Property Address	City, State, Zip Code

Travis Mosher

Applicant Name **(Please Print)**



Applicant Signature

APPLICATION CHECKLIST

Every application package must include ALL the following items before it will be processed and considered for approval.

☐ TAB 1: Written detailed description of the improvements to be done to the property

☐ TAB 2: W9 Form (attached)

☐ TAB 3: Copy of Business Tax Identification

☐ TAB 4: Copy of Occupational Licenses

☐ TAB 5: Copy of Warranty Deed,

☐ TAB 6: Copy of Lease (if applicable),

☐ TAB 7: Copy of Property Appraisal Records (paid property taxes)

☐ TAB 8: Plans or sketches (if applicable)

☐ TAB 9: Rendering of completed project (needed for presentation purposes)

☐ TAB 10: Site plan and plant list for landscape projects

☐ TAB 11: Third-party cost estimates from three (3) Florida licensed contractors

☐ TAB 12: Estimated timeline or project schedule

☐ TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, etc.)

☐ TAB 14: Completed Application

☐ TAB 15: Completed Checklist

ALL DOCUMENTS ALONG WITH COMPLETED APPLICATIONS SHOULD BE PROPERLY LABELED AND INSERTED INTO A MULTI PART PRONGED FOLDER. PARTIAL SUBMISSIONS WILL NOT BE REVIEWED OR ACCEPTED.

Large Scale Commercial Facade/Property Improvement Grant Program Application

1. APPLICANT

Name: Travis Mosher

Address: 418 Cedar Ave.

City, State: New Smyrna Beach, FL

Zip Code: 32169 Phone Number: 386-690-6640

E-mail: newvisionsoffice @gmail.com

2. BUILDING TO BE IMPROVED/PROPERTY INFORMATION

Owner: Travis Mosher

Address: 418 Cedar Ave.

City, State: New Smyrna Beach, FL

Zip Code: 32169

3. OWNER TYPE:

☐ Individual ☐ Partnership ☒ LLC

☐ Sole Proprietorship ☐ Corporation ☐ Non-Profit

4. OWNER OF PROPERTY (if not the applicant)

Name: _____

Address: _____

City, State: _____

Zip Code: _____ Phone Number: _____

E-mail: _____

5. **PROJECT INFORMATION**

Project goal is to redevelop this highly visible parcel of North Dixie from the eyesore it currently is into a modern and attractive business park with 5 offices, giving local small businesses an opportunity to set up shop in a great location right off washington and us1 in a highly appealing spot.

These 2 buildings comprising 310,312,316 and 318 North Dixie freeway are possibly the most run down structures in the area. With help from the city redevelopment we plan to make it one of the more attractive locations and set up a great business park!

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☒ Painting	17,400.00	☒ Exterior lighting	675.00
☐ Shutters		☒ Patio or decks connected to the building	1,650.00
☒ Roof Repair	23,750.00	☒ Exterior wall repairs (e.g. stucco, brick or wood repairs and replacement)	
☐ Awnings/canopies		☐ ADA improvements	
☒ Decorative exterior ~~facade improvements~~	32,400.00	☒ Signage	6,700.00
☒ Exterior doors/windows	8,800.00	☒ Fencing (excluding chain link, barbed wire, and wood panels)	5,800.00
☒ Landscaping around the building	26,780.00	☒ ~~Demolition of structure~~ Mobilization, lift, Dumpster	4,700
☒ ~~Irrigation~~	2,900.00	☐ ~~Public Utilities and~~ Infrastructure relative to business or commercial property	
☒ Parking lot repaving, resealing, restriping	23,450.00	☒ Exterior Security Features	4,950.00
☐ Professional Design ~~Assistance~~		**ESTIMATED TOTAL IMPROVEMENT COST:**	159,955.00

Large Scale Commercial Facade/Property Improvement Grant Program Application

Name of **LICENSED** General Contractor for the Project: East Florida Construction LLC.

Address of General Contractor: 859 Mason Ave.

City, State Daytona Beach FL Zip Code

Phone Number of General Contractor: 386-675-2068

Email for General Contractor: rob@oscfla.com

Estimated Total Project Cost: $ 159,955.00 Grant Amount Requested: $79,997.00

6. **SOURCES OF FUNDING**

Building owner funds

7. **APPLICATION AGREEMENT**

I (we), the applicant(s) understand that the intent of this application is only for purposes of prequalifying for a Large-Scale Commercial Facade/Property Improvement Grant and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the New Smyrna Beach Community Redevelopment Agency (NSBCRA).

I (we) certify that to the best of my (our) knowledge, all the information in this application and all information furnished in support of this application is true and correct. Any property assisted under this program will not be used for any illegal or restricted purposes. Any intentionally false or fraudulent statement or supporting documents will constitute cancellation of my (our) application. The NSBCRA is hereby authorized to verify any of the information provided and to inspect the property prior to approval.

I authorize the City of New Smyrna Beach and the New Smyrna Beach CRA or its agents to take photos of myself and myself and business to be used to promote the program.

Travis Mosher

Applicant Name **(Please Print)**

Applicant Signature 10-3-23 Date

Applicant Name **(Please Print)**

Applicant Signature Date

Property Owner Authorization Form

****To be completed only if the applicant is a tenant****

The undersigned owner of the existing building located at:

_____
Address

Certifies that:

_____
Applicant

Operates a business at the above location. The undersigned agrees to permit the Applicant and his licensed contractors or agents to implement the improvements listed on the Large-Scale Commercial Facade/Property Improvement Grant Application. I understand and agree that neither the NSBCRA nor the City of New Smyrna Beach assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied. In consideration of the Large-Scale Commercial Facade/Property Improvement Grant to complete exterior property improvements of the commercial property, the undersigned hereby waives and releases any claim against the City of New Smyrna Beach and the New Smyrna Beach Community Redevelopment Agency (NSBCRA) arising out of the use of said funds for the purposes set forth in the Application. The undersigned agrees to hold the City and the NSBCRA harmless for charges, damages, claims or liens arising out of the Applicant's participation in the Large-Scale Commercial Facade/Property Improvement Grant Program.

_____
Property Owner Name

_____
Property Owner Signature Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (numeric date) day of _____ (month), _____ (year), by _____ (name of person acknowledging).
(Seal)

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: _____
Type of Identification Produced: _____

Property Owner Authorization Form Continued

****To be completed only if the applicant is a tenant****

THIS AGREEMENT is entered into this _____ day of _____ 20_____, by and between the New Smyrna Beach Community Redevelopment Agency ("NSBCRA") and

_____
("Applicant").

WHEREAS, Applicant has made application for a grant with the NSBCRA under the CRA Large Scale Commercial Facade/Property Improvement Grant and

WHEREAS, NSBCRA has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to NSBCRA, which is attached to this Agreement and made a part hereof as Exhibit "A".

2. In consideration of Applicant satisfactorily completing the Project, NSBCRA will reimburse Applicant the approved amount of $_____, (in no event shall NSBCRA pay more than $100,000.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first stated above.

APPLICANT:
Board

By: _____

Print Name: _____

By: _____

Its: _____
"Applicant"

City of New Smyrna Beach CRA

_____
Chairperson

NON-COLLUSION AFFIDAVIT FOR CRA GRANT

State of FLORIDA

County of VOLUSIA

TRAVIS MOSHER, being first duly sworn, deposes and says that:

1) He/she is OWNER of V PARK LLC, Bidder that has submitted the(Circle one: Property Owner/Business Owner/Contractor) that has submitted the attached Quote for a Community Redevelopment Agency (CRA) Grant;

2) He/she is fully informed respecting the preparation and contents of the attached Quote and of all pertinent circumstances respecting such Quote;

3) Such bid is genuine and is not a collusive or sham Quote;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Quote in connection with the Redevelopment Grant for which the attached Quote has been submitted or to refrain from Quoting in connection with such Grant, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices or cost element of the Quote or the Quote of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH,FLORIDA, NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY or any person interested in the proposed Grant; and

5) The price or prices quoted in the attached Quote are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or anyof its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

OWNER / REGISTERED AGENT
Title

Subscribed and sworn to before me this 31st day of October, 2023

TRAVIS MOSHER

OWNER
Title

JANETE R. SAUNDERS
Notary Public
State of Florida
Comm# HH328838
Expires 11/2/2026

My Commission Expires: 11/2/2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CRA GRANT APPLICATION

Winning Estimate below
East Florida Construction

- VISION PARK

-- Exterior Remodel Bid Sheet

Contractor company ~~bidding~~
East Florida Construction, LLC
X ~~FLORIDA EAST COAST CONSTRUCTION~~

1.) Painting Exterior

Prime and paint entire exterior body and trim of ~~both buildings~~ to new colors ~~using Ben Moore Sealer and Ben Moore Aura topcoat.~~ Includes Porch, all sides, soffits, mansard, doors, front brick, facia and basic caulking and patchwork. Please price for an intense amount of caulking and puttying as these buildings have not been coated in possibly 20 years. Heavy priming requested as well.

$ 17,400.00

2.) Roofing Repairs

A.) Upper Metal Roof - Roof has been coated many times and needs to have ~~all loose coatings scraped and sanded off and be heavily pressure washed.~~ Rusting areas will be coated using 2 part macroepoxy to lock rust down after neutralizing using Ospho chemicals. Roof then needs to be coated using 2 coats of 4 mil GACO roof system to waterproof and leave roof looking fresh and new

B.) Flat roofs - Flat roofs looking worn and have presented leaks. These roofs are to be primed using Richards MegaPrime to lock in tannins preventing yellowing and coated using the Gaco 2 coat roof system (3 flat ~~roofs as seen in pics~~

$ 23,750.00

3.) Landscaping

A.) Remove 2' of concrete along front brick sidewalk area of 318 North Dixie and along 2 front windows of 310 North Dixie to create in-ground large planter boxes. These boxes will be filled using 30 seven gallon Dwarf Ixora plants. These areas will then be filled with chipped granite ~~stone along with all items below receiving same stone.~~

B.) Rectangle area in front of 318 N Dixie will have rectangle shaped using concrete saw to tighten edges and have a triple foxtail palm planted in center. Surrounding the Foxtail will be 50 Asian Jasmine plants filling in ~~rectangle~~

C.) Long skinny triangle along South side of 418 N Dixie will receive a hedge of 15 Potocorpuses between dropdown brick wall that leads to a ~~door that no longer has an inner half. This will increase safety in this area and look great. Fixing the brick wall around it with brick and mortar will~~ be included in this line item

Landscaping continued:

D.) 318 N Dixie has a long planter running down South side to porch. This area will have 7 15 gallon Colusia plants put in a row and have a row of 22 Asian Jasmine plants put in front of it.

E.) In ground planter box running behind 318 towards railroad is an eyesoar view from parking into the back lot storage of the neighboring pool company. This entire row is to have 20 viburnums planted to grow into a privacy hedge. This would include transplanting the small plants in this area to the small ground planter on the West side of 318 N Dixie

$ 26,780.00

4.) Irrigation

Irrigation lines will need to be run to the 5 areas listed in landscaping above only. Hooking in at building lines or water main and attaching watering timer provided by contractor to water at night in accordance with city watering guidelines.

$ 2,900.00

5.) Parking Lot & Asphalt

A.) Asphalt running from entrance at US1, between buildings and to back of property line is to have any cracks patched, rough edges asphalted straight with crisp edges and have SealCoat applied to all asphalt in this area leaving a new looking fresh blacktop appearance.

B.) Parking lot lines are to be re-striped in the exact position and length as are existing. We are not changing the 70 year long parking structure of this lot in any way. This project is simply to freshen and recolor the lot looking newer not to make any actual changes.

C.) Concrete Sidewalks belonging to property, concrete walkways and concrete area of driveway will all have 2 coats of Richards Xylene based stain applied in dark gray color. This color will nicely accent the new blacktop asphalt leaving a modern 2 tone look to the Entrance

D.) Driveway along the South side of 310 N. Dixie is in poor condition due to tree roots running through causing major lifting and potholes. This stretch is to have asphalt scraped off, roots cut out and new asphalt put down in it's place. Contractor responsible to dispose of old asphalt.

$ 23,450.00

6.) Siding and rotten wood replacement

A.) Replace rotten areas of along bottom of North side of 312 N. Dixie along with patching 3 holes along this wall. Also remove all fixtures, old lights, staples, screws and old plastic clips.

B.) Replace warped vinyl blue mansard at front of 310 N. Dixie all the way around and put hardee lap siding in it's place. Include new ridge cap along top of this area.

C.) Replace all t-1-11 siding on South side of 318 N. Dixie from entrance door on SouthEast corner to the beginning of the porch. This wood is rotting and patchy. On this wall the door that no longer exists as an entrance, the Air conditioner hole and the old cable lines are to be removed and new siding will cover these areas.

D.) Replace Facia along 2nd story roof of 316 N Dixie. Has rotted out and needs replacing. Please price to replace entire board along with wrapping face with aluminum to protect wood.

E.) Patch, sand and fix the 16 small areas around the South and West areas of 318/316 N. Dixie. Spots will be marked with red spraypaint.

$ 32,400.00

7.) Window Replacement

A.) Front glass at 318 and 310 N Dixie will be replaced with storefront glass tempered in large sheets to remove the small panel jailhouse style windows. (4 Panels)

$ 8,800.00

8.) Sign

Sign image is attached. This price will include the sign construction, vinyl with wording applied to facing, erecting and installing of sign into ground.

$ 6,700.00

9.) Lighting - Non Security

Lights at entry door of 310, 312a, 312b, 318 and back porch are to be replaced with modern PVC lights matching new modern look. Also 4 solar lights to be attached to the sign and below sign to light up at night

$ 675.00

10.) Security cameras and lighting

Contractor to purchase and install 6 Ring cameras on the 2 buildings strategically placed to capture all angles. This would include solar chargers for the batteries so power wires would not need to be run. 4 Cameras in property entry locations are to have motion lights attached to camera/solar panel as well

$ 4,950.00

11.) Porch Remodel

All window panels on open air porch on back of 318 are to have noseum screen installed with wood frame construction to secure them. Screen door to be installed at entry to porch

$ 1,650.00

12.) Fencing/Gates

A.) 2 white PVC gates to be installed at entrance to South of 310 N Dixie and to North of 318 N Dixie. South gate to be large double doors to open for driving. North gate to be single swing out door. To include hardware and removal of current East facing North fence panel

$ 5,800.00

13.) Exterior doors

Replace exterior door to 318 front and 310 front. See sheet showing door style

$ 0

14.) Contractor fees

include any extra charges that may be occurred in a total below including dumpster rental, mobilization and lift rental if needed for 2nd story roof work

$ 4,700.00

Contractor pricing does not need to include permit fees. Vision park will pay fees. Vision park will also pay any requested material bills and reduce exact cost from payout. All materials needed to be included in pricing still.

COMPANY NAME: ~~FLORIDA EAST COST CONSTRUCTION~~ East Florida Construction, LLC **SIGN X** _____

Other Estimates

- VISION PARK

– Exterior Remodel Bid Sheet

Contractor company ~~bidding~~
Painting & Handyman Services, LLC
X JAMES STREIGHT ~~ENTERPRISES LLC~~

1.) Painting Exterior

Prime and paint entire exterior body and trim of both buildings to new colors ~~using Ben Moore Sealer and Ben Moore Aura topcoat. Includes Porch, all sides,~~ soffits, mansard, doors, front brick, facia and basic caulking and patchwork. Please price for an intense amount of caulking and puttying as these buildings have not been coated in possibly 20 years. Heavy priming requested as well.

$ 16,500

2.) Roofing Repairs

A.) Upper Metal Roof - Roof has been coated many times and needs to have all loose coatings scraped and sanded off and be heavily pressure washed. Rusting areas will be coated using 2 part macroepoxy to lock rust down after neutralizing using Ospho chemicals. Roof then needs to be coated using 2 coats of 4 mil GACO roof system to waterproof and leave roof looking fresh and new

B.) Flat roofs - Flat roofs looking worn and have presented leaks. These roofs are to be primed using Richards MegaPrime to lock in tannins preventing yellowing and coated using the Gaco 2 coat roof system (3 flat roofs as seen in pics

$ 20,000

3.) Landscaping

A.) Remove 2' of concrete along front brick sidewalk area of 318 North Dixie and along 2 front windows of 310 North Dixie to create in-ground large planter boxes. These boxes will be filled using 30 seven gallon Dwarf Ixora plants. These areas will then be filled with chipped granite stone along with all items below receiving same stone.

B.) Rectangle area in front of 318 N Dixie will have rectangle shaped using concrete saw to tighten edges and have a triple foxtail palm planted in center. Surrounding the Foxtail will be 50 Asian Jasmine plants filling in rectangle

C.) Long skinny triangle along South side of 418 N Dixie will receive a hedge of 15 Potocorpuses between dropdown brick wall that leads to a door that no longer has an inner half. This will increase safety in this area and look great. Fixing the brick wall around it with brick and mortar will be included in this line item

Landscaping continued:

D.) 318 N Dixie has a long planter running down South side to porch. This area will have 7 15 gallon Colusia plants put in a row and have a row of 22 Asian Jasmine plants put in front of it.

E.) In ground planter box running behind 318 towards railroad is an eyesoar view from parking into the back lot storage of the neighboring pool company. This entire row is to have 20 viburnums planted to grow into a privacy hedge. This would include transplanting the small plants in this area to the small ground planter on the West side of 318 N Dixie

$ 29,000

4.) Irrigation

Irrigation lines will need to be run to the 5 areas listed in landscaping above only. Hooking in at building lines or water main and attaching watering timer provided by contractor to water at night in accordance with city watering guidelines.

$ 2000

5.) Parking Lot & Asphalt

A.) Asphalt running from entrance at US1, between buildings and to back of property line is to have any cracks patched, rough edges asphalted straight with crisp edges and have SealCoat applied to all asphalt in this area leaving a new looking fresh blacktop appearance.

B.) Parking lot lines are to be re-striped in the exact position and length as are existing. We are not changing the 70 year long parking structure of this lot in any way. This project is simply to freshen and recolor the lot looking newer not to make any actual changes.

C.) Concrete Sidewalks belonging to property, concrete walkways and concrete area of driveway will all have 2 coats of Richards Xylene based stain applied in dark gray color. This color will nicely accent the new blacktop asphalt leaving a modern 2 tone look to the Entrance

D.) Driveway along the South side of 310 N. Dixie is in poor condition due to tree roots running through causing major lifting and potholes. This stretch is to have asphalt scraped off, roots cut out and new asphalt put down in it's place. Contractor responsible to dispose of old asphalt.

$ 27,400

6.) Siding and rotten wood replacement

A.) Replace rotten areas of along bottom of North side of 312 N. Dixie along with patching 3 holes along this wall. Also remove all fixtures, old lights, staples, screws and old plastic clips.

B.) Replace warped vinyl blue mansard at front of 310 N. Dixie all the way around and put hardee lap siding in it's place. Include new ridge cap along top of this area.

C.) Replace all t-1-11 siding on South side of 318 N. Dixie from entrance door on SouthEast corner to the beginning of the porch. This wood is rotting and patchy. On this wall the door that no longer exists as an entrance, the Air conditioner hole and the old cable lines are to be removed and new siding will cover these areas.

D.) Replace Facia along 2nd story roof of 316 N Dixie. Has rotted out and needs replacing. Please price to replace entire board along with wrapping face with aluminum to protect wood.

E.) Patch, sand and fix the 16 small areas around the South and West areas of 318/316 N. Dixie. Spots will be marked with red spraypaint.

$ 40,000

7.) Window Replacement

A.) Front glass at 318 and 310 N Dixie will be replaced with storefront glass tempered in large sheets to remove the small panel jailhouse style windows. (4 Panels)

$ 12,000

8.) Sign

Sign image is attached. This price will include the sign construction, vinyl with wording applied to facing, erecting and installing of sign into ground.

$ 11,000

9.) Lighting - Non Security

Lights at entry door of 310, 312a, 312b, 318 and back porch are to be replaced with modern PVC lights matching new modern look. Also 4 solar lights to be attached to the sign and below sign to light up at night

$ 550

10.) Security cameras and lighting

Contractor to purchase and install 6 Ring cameras on the 2 buildings strategically placed to capture all angles. This would include solar chargers for the batteries so power wires would not need to be run. 4 Cameras in property entry locations are to have motion lights attached to camera/solar panel as well

$ 5700

11.) Porch Remodel

All window panels on open air porch on back of 318 are to have noseum screen installed with wood frame construction to secure them. Screen door to be installed at entry to porch

$ 1000

12.) Fencing/Gates

A.) 2 white PVC gates to be installed at entrance to South of 310 N Dixie and to North of 318 N Dixie. South gate to be large double doors to open for driving. North gate to be single swing out door. To include hardware and removal of current East facing North fence panel

$ 5900

13.) Exterior doors

Replace exterior door to 318 front and 310 front. See sheet showing door style

$ N/A

14.) Contractor fees

Include any extra charges that may be occurred in a total below including dumpster rental, mobilization and lift rental if needed for 2nd story roof work

$ 5500

Contractor pricing does not need to include permit fees. Vision park will pay fees. Vision park will also pay any requested material bills and reduce exact cost from payout. All materials needed to be included in pricing still.

COMPANY NAME: JAMES STATE, CHT ~~ENTERPRISES LLC~~ Painting & Handyman Services, LLC SIGN X

- VISION PARK

-- Exterior Remodel Bid Sheet

Contractor company bidding
MLD Enterprise of Florida LLC
X Davis Construction

1.) Painting Exterior

Prime and paint entire exterior body and trim of both buildings to new colors using Ben Moore Sealer and Ben Moore Aura topcoat. Includes Porch, all sides, soffits, mansard, doors, front brick, facia and basic caulking and patchwork. Please price for an intense amount of caulking and puttying as these buildings have not been coated in possibly 20 years. Heavy priming requested as well.

$ 20,000

2.) Roofing Repairs

A.) Upper Metal Roof - Roof has been coated many times and needs to have all loose coatings scraped and sanded off and be heavily pressure washed. Rusting areas will be coated using 2 part macroepoxy to lock rust down after neutralizing using Ospho chemicals. Roof then needs to be coated using 2 coats of 4 mil GACO roof system to waterproof and leave roof looking fresh and new

B.) Flat roofs - Flat roofs looking worn and have presented leaks. These roofs are to be primed using Richards MegaPrime to lock in tannins preventing yellowing and coated using the Gaco 2 coat roof system (3 flat roofs as seen in pics

$ 25,000

3.) Landscaping

A.) Remove 2' of concrete along front brick sidewalk area of 318 North Dixie and along 2 front windows of 310 North Dixie to create in-ground large planter boxes. These boxes will be filled using 30 seven gallon Dwarf Ixora plants. These areas will then be filled with chipped granite stone along with all items below receiving same stone.

B.) Rectangle area in front of 318 N Dixie will have rectangle shaped using concrete saw to tighten edges and have a triple foxtail palm planted in center. Surrounding the Foxtail will be 50 Asian Jasmine plants filling in rectangle

C.) Long skinny triangle along South side of 418 N Dixie will receive a hedge of 15 Potocorpuses between dropdown brick wall that leads to a door that no longer has an inner half. This will increase safety in this area and look great. Fixing the brick wall around it with brick and mortar will be included in this line item

Landscaping continued:

D.) 318 N Dixie has a long planter running down South side to porch. This area will have 7 15 gallon Colusia plants put in a row and have a row of 22 Asian Jasmine plants put in front of it.

E.) In ground planter box running behind 318 towards railroad is an eyesoar view from parking into the back lot storage of the neighboring pool company. This entire row is to have 20 viburnums planted to grow into a privacy hedge. This would include transplanting the small plants in this area to the small ground planter on the West side of 318 N Dixie

$ 25,000

4.) Irrigation

Irrigation lines will need to be run to the 5 areas listed in landscaping above only. Hooking in at building lines or water main and attaching watering timer provided by contractor to water at night in accordance with city watering guidelines.

$ 3,000

5.) Parking Lot & Asphalt

A.) Asphalt running from entrance at US1, between buildings and to back of property line is to have any cracks patched, rough edges asphalted straight with crisp edges and have SealCoat applied to all asphalt in this area leaving a new looking fresh blacktop appearance.

B.) Parking lot lines are to be re-striped in the exact position and length as are existing. We are not changing the 70 year long parking structure of this lot in any way. This project is simply to freshen and recolor the lot looking newer not to make any actual changes.

C.) Concrete Sidewalks belonging to property, concrete walkways and concrete area of driveway will all have 2 coats of Richards Xylene based stain applied in dark gray color. This color will nicely accent the new blacktop asphalt leaving a modern 2 tone look to the Entrance

D.) Driveway along the South side of 310 N. Dixie is in poor condition due to tree roots running through causing major lifting and potholes. This stretch is to have asphalt scraped off, roots cut out and new asphalt put down in it's place. Contractor responsible to dispose of old asphalt.

$ 29,000

6.) Siding and rotten wood replacement

A.) Replace rotten areas of along bottom of North side of 312 N. Dixie along with patching 3 holes along this wall. Also remove all fixtures, old lights, staples, screws and old plastic clips.

B.) Replace warped vinyl blue mansard at front of 310 N. Dixie all the way around and put hardee lap siding in it's place. include new ridge cap along top of this area.

C.) Replace all t-1-11 siding on South side of 318 N. Dixie from entrance door on SouthEast corner to the beginning of the porch. This wood is rotting and patchy. On this wall the door that no longer exists as an entrance, the Air conditioner hole and the old cable lines are to be removed and new siding will cover these areas.

D.) Replace Facia along 2nd story roof of 316 N Dixie. Has rotted out and needs replacing. Please price to replace entire board along with wrapping face with aluminum to protect wood.

E.) Patch, sand and fix the 16 small areas around the South and West areas of 318/316 N. Dixie. Spots will be marked with red spraypaint.

$ 30,000

7.) Window Replacement

A.) Front glass at 318 and 310 N Dixie will be replaced with storefront glass tempered in large sheets to remove the small panel jailhouse style windows. (4 Panels)

$ 9500

8.) Sign

Sign image is attached. This price will include the sign construction, vinyl with wording applied to facing, erecting and installing of sign into ground.

$ 7500

9.) Lighting - Non Security

Lights at entry door of 310, 312a, 312b, 318 and back porch are to be replaced with modern PVC lights matching new modern look. Also 4 solar lights to be attached to the sign and below sign to light up at night

$ 1000

10.) Security cameras and lighting

Contractor to purchase and install 6 Ring cameras on the 2 buildings strategically placed to capture all angles. This would include solar chargers for the batteries so power wires would not need to be run. 4 Cameras in property entry locations are to have motion lights attached to camera/solar panel as well

$ 1000

11.) Porch Remodel

All window panels on open air porch on back of 318 are to have noseum screen installed with wood frame construction to secure them. Screen door to be installed at entry to porch

$ 1000

12.) Fencing/Gates

A.) 2 white PVC gates to be installed at entrance to South of 310 N Dixie and to North of 318 N Dixie. South gate to be large double doors to open for driving. North gate to be single swing out door. To include hardware and removal of current East facing North fence panel

13.) Exterior doors

Replace exterior door to 318 front and 310 front. See sheet showing door style

$ no doors

14.) Contractor fees

Include any extra charges that may be occurred in a total below including dumpster rental, mobilization and lift rental if needed for 2nd story roof work

$ 3800

Contractor pricing does not need to include permit fees. Vision park will pay fees. Vision park will also pay any requested material bills and reduce exact cost from payout. All materials needed to be included in pricing still.

COMPANY NAME: MLD Enterprise of Florida Davis Construction **SIGN X** Phil Cabral

Electronic Articles of Organization For Florida Limited Liability Company

L23000341607
FILED 8:00 AM
July 19, 2023
Sec. Of State
mparamore

Article I

The name of the Limited Liability Company is:

V PARK LLC

Article II

The street address of the principal office of the Limited Liability Company is:

318 NORTH DIXIE FREEWAY
NEW SMYRNA BEACH, FL. UN 32168

The mailing address of the Limited Liability Company is:

418 CEDAR AVE.
NEW SMYRNA BEACH, FL. UN 32169

Article III

The name and Florida street address of the registered agent is:

TRAVIS S MOSHER
418 CEDAR AVE.
NEW SMYRNA BEACH, FL. 32169

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: TRAVIS MOSHER

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3874854 **Parcel ID: 744116000130**
V PARK LLC **310 N DIXIE FREEWAY, NEW SMYRNA BEACH, FL**

Parcel Summary

Alternate Key:	3874854
Parcel ID:	744116000130
Township-Range-Section:	17 - 34 - 41
Subdivision-Block-Lot:	16 - 00 - 0130
Owner(s):	V PARK LLC - FS - Fee Simple - 100%
Mailing Address On File:	418 CEDAR AVE NEW SMYRNA BEACH FL 32169 2662
Physical Address:	310 N DIXIE FREEWAY, NEW SMYRNA BEACH 32168
Property Use:	1200 - STORE/OFF/RES
Tax District:	601-NEW SMYRNA BEACH
2023 Final Millage Rate:	17.0554
Neighborhood:	7467
Business Name:	
Subdivision Name:	BROWNS NEW SMYRNA
Homestead Property:	No

AltKey: 3874854 **Parcel ID: 744116000130**

V PARK LLC **310 N DIXIE FREEWAY, NEW SMYRNA BEACH, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$76,324	$76,324	$0	$76,324	1.5000	$114.49
0012	DISCRETIONARY	$76,324	$76,324	$0	$76,324	0.7480	$57.09
0011	REQ LOCAL EFFORT	$76,324	$76,324	$0	$76,324	3.1610	$241.26
0050	GENERAL FUND	$76,324	$76,324	$0	$76,324	3.3958	$259.18
0055	LIBRARY	$76,324	$76,324	$0	$76,324	0.4209	$32.12
0520	MOSQUITO CONTROL	$76,324	$76,324	$0	$76,324	0.1781	$13.59
0530	PONCE INLET PORT AUTHORITY	$76,324	$76,324	$0	$76,324	0.0692	$5.28
0053	PUBLIC SAFETY FUND	$76,324	$76,324	$0	$76,324	1.4541	$110.98
0058	VOLUSIA ECHO	$76,324	$76,324	$0	$76,324	0.2000	$15.26
0057	VOLUSIA FOREVER	$76,324	$76,324	$0	$76,324	0.2000	$15.26
0065	FLORIDA INLAND NAVIGATION DISTRICT	$76,324	$76,324	$0	$76,324	0.0288	$2.20
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$76,324	$76,324	$0	$76,324	0.8162	$62.30
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$76,324	$76,324	$0	$76,324	0.1793	$13.68
0271	NEW SMYRNA BCH I&S 2005	$76,324	$76,324	$0	$76,324	0.1900	$14.50
0272	NEW SMYRNA BCH I&S 2018	$76,324	$76,324	$0	$76,324	0.0990	$7.56
0270	NEW SMYRNA BEACH	$76,324	$76,324	$0	$76,324	4.4150	$336.97
						17.0554	$1,301.74

Non-Ad Valorem Assessments

Project	Units	Rate	Total
6012-NSB STORMWATER	4	$95.00	$404.00
			$404.00

Estimated Ad Valorem Tax:	$1,301.74
Estimated Non-Ad Valorem Tax:	$404.00
Estimated Taxes:	**$1,705.74**
Estimated Tax Amount without SOH:	$1,705.74

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2023	$58,500	$17,824	$76,324	$76,324	$0	$76,324	$0
2022	$54,000	$16,189	$70,189	$70,189	$0	$70,189	$0
2021	$52,500	$14,416	$66,916	$65,923	$0	$65,923	$0
2020	$45,000	$14,930	$59,930	$59,930	$0	$59,930	$0
2019	$41,250	$14,186	$55,436	$55,436	$0	$55,436	$0
2018	$39,375	$14,270	$53,645	$53,645	$0	$53,645	$0
2017	$39,375	$13,183	$52,558	$52,558	$0	$52,558	$0
2016	$39,375	$12,086	$51,461	$51,461	$0	$51,461	$0
2015	$39,375	$11,562	$50,937	$50,937	$0	$50,937	$0

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1200-MIXED, STORE and OFFICE	SQUARE FEET			7500			7.8	$58,500

Total Land Value: **$58,500**

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	Depreciated Value
1	PVC-PAVING CONCRETE	1973	797	1	$2,226
2	PVA-PAVING ASPHALT	1973	3500	1	$1,994

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8441 / 1856	2023157862	07/21/2023	WD-WARRANTY DEED	MULTI-PARCEL	Improved	$565,000
6272 / 1030	2008175932	08/18/2008	TR-TRUSTEE'S DEED	UNQUALIFIED	Improved	$100
6137 / 4989	2007228561	10/05/2007	PR1-PERSONAL REP	UNQUALIFIED	Improved	$100
4053 / 1338	1995172441	11/15/1995	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$100

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3876512	400 N ORANGE ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	10/02/2023	$350,000
3872011	615 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	08/31/2023	$475,000
3872011	615 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	05/15/2023	$138,000
3872011	615 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	05/15/2023	$195,000
3871987	616 N DIXIE FREEWAY	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	04/03/2023	$200,000
3872088	601 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	02/16/2023	$270,000
3872321	672 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	01/04/2023	$75,000
3883098	720 S DIXIE FREEWAY	NEW SMYRNA BEACH	1100-STORES 1 STORY	7467	04/14/2022	$2,572,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

E 150 FT OF LOT 13 EXC RD RWY BROWNS NEW SMYRNA MB 1 PG 140 PER OR 1709 PG 0055 PER OR 6137 PGS 4989-4990 PER OR 6272 PGS 1030-1033 PER OR 8441 PG 1856

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3874846 **Parcel ID: 744116000120**
V PARK LLC **318 N DIXIE FREEWAY, NEW SMYRNA BEACH, FL**

Parcel Summary

Alternate Key:	3874846
Parcel ID:	744116000120
Township-Range-Section:	17 - 34 - 41
Subdivision-Block-Lot:	16 - 00 - 0120
Owner(s):	V PARK LLC - FS - Fee Simple - 100%
Mailing Address On File:	418 CEDAR AVE
	NEW SMYRNA BEACH FL 32169 2662
Physical Address:	318 N DIXIE FREEWAY, NEW SMYRNA BEACH 32168
Property Use:	1200 - STORE/OFF/RES
Tax District:	601-NEW SMYRNA BEACH
2023 Final Millage Rate:	17.0554
Neighborhood:	7467
Business Name:	STEVES USED FURNITURE
Subdivision Name:	BROWNS NEW SMYRNA
Homestead Property:	No

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$71,726	$71,726	$0	$71,726	1.5000	$107.59
0012	DISCRETIONARY	$71,726	$71,726	$0	$71,726	0.7480	$53.65
0011	REQ LOCAL EFFORT	$71,726	$71,726	$0	$71,726	3.1610	$226.73
0050	GENERAL FUND	$71,726	$71,726	$0	$71,726	3.3958	$243.57
0055	LIBRARY	$71,726	$71,726	$0	$71,726	0.4209	$30.19
0520	MOSQUITO CONTROL	$71,726	$71,726	$0	$71,726	0.1781	$12.77
0530	PONCE INLET PORT AUTHORITY	$71,726	$71,726	$0	$71,726	0.0692	$4.96
0053	PUBLIC SAFETY FUND	$71,726	$71,726	$0	$71,726	1.4541	$104.30
0058	VOLUSIA ECHO	$71,726	$71,726	$0	$71,726	0.2000	$14.35
0057	VOLUSIA FOREVER	$71,726	$71,726	$0	$71,726	0.2000	$14.35
0065	FLORIDA INLAND NAVIGATION DISTRICT	$71,726	$71,726	$0	$71,726	0.0288	$2.07
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$71,726	$71,726	$0	$71,726	0.8162	$58.54
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$71,726	$71,726	$0	$71,726	0.1793	$12.86
0271	NEW SMYRNA BCH I&S 2005	$71,726	$71,726	$0	$71,726	0.1900	$13.63
0272	NEW SMYRNA BCH I&S 2018	$71,726	$71,726	$0	$71,726	0.0990	$7.10
0270	NEW SMYRNA BEACH	$71,726	$71,726	$0	$71,726	4.4150	$316.67
						17.0554	$1,223.32

Non-Ad Valorem Assessments

Project	Units	Rate	Total
6012-NSB STORMWATER	3	$95.00	$303.00
			$303.00

Estimated Ad Valorem Tax:	$1,223.32
Estimated Non-Ad Valorem Tax:	$303.00
Estimated Taxes:	**$1,526.32**
Estimated Tax Amount without SOH:	$1,526.32

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2023	$48,750	$22,976	$71,726	$71,726	$0	$71,726	$0
2022	$45,000	$21,001	$66,001	$66,001	$0	$66,001	$0
2021	$43,750	$19,325	$63,075	$63,075	$0	$63,075	$0
2020	$37,500	$20,642	$58,142	$58,142	$0	$58,142	$0
2019	$34,375	$19,566	$53,941	$53,941	$0	$53,941	$0
2018	$32,813	$19,616	$52,429	$52,429	$0	$52,429	$0
2017	$32,813	$18,492	$51,305	$51,305	$0	$51,305	$0
2016	$32,813	$16,883	$49,696	$49,696	$0	$49,696	$0
2015	$32,813	$16,010	$48,823	$48,823	$0	$48,823	$0

AltKey: 3874846 **Parcel ID: 744116000120**

V PARK LLC **318 N DIXIE FREEWAY, NEW SMYRNA BEACH, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1200-MIXED, STORE and OFFICE	SQUARE FEET			6250			7.8	$48,750

Total Land Value: **$48,750**

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	Depreciated Value
1	PVA-PAVING ASPHALT	1950	4000	1	$2,279

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8441 / 1856	2023157862	07/21/2023	WD-WARRANTY DEED	MULTI-PARCEL	Improved	$565,000
6272 / 1030	2008175932	08/18/2008	TR-TRUSTEE'S DEED	UNQUALIFIED	Improved	$100
6137 / 4989	2007228561	10/05/2007	PR1-PERSONAL REP	UNQUALIFIED	Improved	$100
4053 / 1338	1995172441	11/15/1995	WD-WARRANTY DEED	UNQUALIFIED	Improved	$100
1782 / 1668		06/15/1975	WD-WARRANTY DEED	UNQUALIFIED	Improved	$18,000

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3876512	400 N ORANGE ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	10/02/2023	$350,000
3872011	615 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	08/31/2023	$475,000
3872011	615 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	05/15/2023	$138,000
3872011	615 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	05/15/2023	$195,000
3871987	616 N DIXIE FREEWAY	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	04/03/2023	$200,000
3872088	601 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	02/16/2023	$270,000
3872321	672 DORA ST	NEW SMYRNA BEACH	1200-STORE/OFF/RES	7467	01/04/2023	$75,000
3883098	720 S DIXIE FREEWAY	NEW SMYRNA BEACH	1100-STORES 1 STORY	7467	04/14/2022	$2,572,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

E 125 FT OF LOT 12 EXC RD RWY BROWNS NEW SMYRNA MB 1 PG 140 PER OR 4053 PGS 1338-1339 PER OR 6137 PGS 4989-4990 PER OR 6272 PGS 1030-0033 PER OR 8441 PG 1856

Permit List

Permit Date	Permit #	Description	Contractor	Amount
10/17/2018	201808587	TEAR DOWN WOOD STORAGE SHED AND HAUL DEBRI, N	BROWN JOSEPH M	$4,500
09/30/2013	2013-3384	RE ROOF	CLELAND LEWIS WARREN	$1,442
07/26/2011	2011-2291	REPLACE PKG LOT W/ CONCRETE	BLUE WING ENTER	$2,500
03/18/2005	51489		ADVANCED HEAT & AIR	$2,470
04/11/2001	36484	ADDITIONS/ALTERATION	WRIGHT CONSTRUCTION	$425
11/07/1994	23745	MISCELLANEOUS	JOHN GRISWOLD	$2,200

Prepared by:
Jolene Roy
HomePartners Title Services, LLC
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Return to:
HomePartners Title Services, LLC
Jolene Roy
150 S. Pine Island Road Suite 430
Plantation, FL 33324

Incident to the issuance of a title insurance commitment.

Tax ID: 744116000120

File Number: 186-28088

Consideration: $565,000.00

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this **28th day of July, 2023**, between

Joseph M. Brown, an unremarried widower
whose post office address is **310 Canterbury, Starkville, MS 39759**, grantor,

and

V Park, LLC, a Florida Limited Liability Company
whose post office address is **418 Cedar Avenue, New Smyrna Beach, FL 32168,** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the **Volusia County, Florida**, to-wit:

The East 125 feet of Lot 12, J.R. Brown's Subdivision, according to the plat thereof as recorded in Map Book 1, Page 140, of the Public Records of Volusia County, Florida; excluding Railroad Right-Of-Way.
and
The East 150 feet of Lot 13, J.R. Brown's Subdivision, according to the plat thereof as recorded in Map Book 1, Page 140, of the Public Records of Volusia County, Florida; excluding Railroad Right-Of-Way.

Parcel Identification Number: 744116000120

The above-described property is not the constitutional homestead of the grantor, nor is it contiguous to such. Grantor resides at: **310 Canterbury, Starkville, MS 39759**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that 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 for the year of closing and subsequent years, restrictions, reservations, covenants and easements of record, if any.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Ben R. Abadie — Joseph M. Br[redacted] Stephanie Brown Baker

Witness Signature
Printed Name: BEN R. ABADIE

Joseph M. Brown by Stephanie Brown Baker, his Attorney-In-Fact — his attorney in fact

Crystal LaDon Coggin
Witness Signature
Printed Name: Crystal LaDon Coggin

State of Mississippi

County of Oktibbeha

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of July, 2023, by **Joseph M. Brown by Stephanie Brown Baker, his Attorney-in-Fact**, who is personally known to me or (__) has produced Driver License as identification.

Crystal LaDon Coggin
NOTARY PUBLIC (SEAL)

Printed Name: Crystal LaDon Coggin
My Commission Expires: January 13, 2026

STATE OF MISSISSIPPI
CRYSTAL LADON COGGIN
NOTARY PUBLIC
Oktibbeha County
Commission Expires
January 13, 2026
COMMISSION NUMBER 284322

WILL ROBERTS TAX COLLECTOR SERVING VOLUSIA COUNTY

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2023 Paid Real Estate

PROPERTY ADDRESS: 310 N DIXIE FREEWAY, NEW SMYRNA BEACH, 32168

LEGAL DESCRIPTION: E 150 FT OF LOT 13 EXC RD RWY BROWNS NEW SMYRNA MB 1 PG 140 PER OR 1709 PG 0055 PER OR 613
See Additional Legal on Tax Roll

$1,637.49
Paid By Travis Mosher
11/03/2023
Receipt # WWW-23-0004277

V PARK LLC
418 CEDAR AVE
NEW SMYRNA BEACH, FL 32169-2662

PARCEL:	744116000130
ALTERNATE KEY :	3874854
MILLAGE CODE:	601
TAX YEAR:	2023

Pay Online

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Pay online at vctaxcollector.org/pay
WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2023				
Discount					
Please Pay	$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	3.39580	76,324	0	76,324	259.18
VOLUSIA COUNTY PUBLIC SAFETY FUND	1.45410	76,324	0	76,324	110.98
VOLUSIA COUNTY LIBRARY	0.42090	76,324	0	76,324	32.12
VOLUSIA FOREVER	0.20000	76,324	0	76,324	15.26
VOLUSIA ECHO	0.20000	76,324	0	76,324	15.26
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	76,324	0	76,324	13.59
PONCE INLET PORT AUTHORITY	0.06920	76,324	0	76,324	5.28
SCHOOL	5.40900	76,324	0	76,324	412.84
NEW SMYRNA BEACH I&S 2018	0.09900	76,324	0	76,324	7.56
NEW SMYRNA BEACH	4.41500	76,324	0	76,324	336.97
NEW SMYRNA BEACH I&S 2005	0.19000	76,324	0	76,324	14.50
ST JOHNS WATER MANAGEMENT DIST	0.17930	76,324	0	76,324	13.68
FLORIDA INLAND NAVIGATION DIST	0.02880	76,324	0	76,324	2.20
SOUTHEAST VOLUSIA HOSPITAL AUTHORITY	0.81620	76,324	0	76,324	62.30

TOTAL MILLAGE RATE: 17.05540 **TOTAL TAXES:** $1,301.72

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
NSB STORMWATER	386-410-2650	101.00	404.00

TOTAL ASSESSMENTS: $404.00

TOTAL COMBINED TAXES AND ASSESSMENTS: $1,705.72

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

Will Roberts - Tax Collector
123 W. Indiana Ave., Room 103
DeLand, FL 32720
(386) 736-5938 | taxcollector@vctaxcollector.org
PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

Pay online at vctaxcollector.org/pay
2023 Paid Real Estate

PARCEL:	744116000130
ALTERNATE KEY :	3874854
TAX YEAR:	2023

PROPERTY ADDRESS:
310 N DIXIE FREEWAY, NEW SMYRNA BEACH, 32168

V PARK LLC
418 CEDAR AVE
NEW SMYRNA BEACH, FL 32169-2662

Please do not staple, tape, or paperclip your payment to this stub. **TAXES BECOME DELINQUENT APRIL 1**

If Postmarked By	Nov 30, 2023				
Please Pay	$0.00				

TaxSys

PLEASE DO NOT WRITE ON THIS STUB

Receipt # WWW-23-0004277 $1,637.49
Paid 11/03/2023

WILL ROBERTS TAX COLLECTOR SERVING VOLUSIA COUNTY

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2023 Paid Real Estate

PROPERTY ADDRESS: 318 N DIXIE FREEWAY, NEW SMYRNA BEACH, 32168

LEGAL DESCRIPTION: E 125 FT OF LOT 12 EXC RD RWY BROWNS NEW SMYRNA MB 1 PG 140 PER OR 4053 PGS 1338-1339 PER
See Additional Legal on Tax Roll

$1,465.28
Paid By Travis Mosher
11/03/2023
Receipt # WWW-23-0004277

V PARK LLC
418 CEDAR AVE
NEW SMYRNA BEACH, FL 32169-2662

PARCEL:	744116000120
ALTERNATE KEY :	3874846
MILLAGE CODE:	601
TAX YEAR:	2023

Pay Online

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Pay online at vctaxcollector.org/pay
WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2023				
Discount					
Please Pay	$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	3.39580	71,726	0	71,726	243.57
VOLUSIA COUNTY PUBLIC SAFETY FUND	1.45410	71,726	0	71,726	104.30
VOLUSIA COUNTY LIBRARY	0.42090	71,726	0	71,726	30.19
VOLUSIA FOREVER	0.20000	71,726	0	71,726	14.35
VOLUSIA ECHO	0.20000	71,726	0	71,726	14.35
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	71,726	0	71,726	12.77
PONCE INLET PORT AUTHORITY	0.06920	71,726	0	71,726	4.96
SCHOOL	5.40900	71,726	0	71,726	387.97
NEW SMYRNA BEACH I&S 2018	0.09900	71,726	0	71,726	7.10
NEW SMYRNA BEACH	4.41500	71,726	0	71,726	316.67
NEW SMYRNA BEACH I&S 2005	0.19000	71,726	0	71,726	13.63
ST JOHNS WATER MANAGEMENT DIST	0.17930	71,726	0	71,726	12.86
FLORIDA INLAND NAVIGATION DIST	0.02880	71,726	0	71,726	2.07
SOUTHEAST VOLUSIA HOSPITAL AUTHORITY	0.81620	71,726	0	71,726	58.54

TOTAL MILLAGE RATE: 17.05540 **TOTAL TAXES:** $1,223.33

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
NSB STORMWATER	386-410-2650	101.00	303.00

TOTAL ASSESSMENTS: $303.00

TOTAL COMBINED TAXES AND ASSESSMENTS: $1,526.33

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

Will Roberts - Tax Collector
123 W. Indiana Ave., Room 103
DeLand, FL 32720
(386) 736-5938 | taxcollector@vctaxcollector.org
PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

Pay online at vctaxcollector.org/pay
2023 Paid Real Estate

PARCEL:	744116000120
ALTERNATE KEY :	3874846
TAX YEAR:	2023

PROPERTY ADDRESS:
318 N DIXIE FREEWAY, NEW SMYRNA BEACH, 32168

V PARK LLC
418 CEDAR AVE
NEW SMYRNA BEACH, FL 32169-2662

Please do not staple, tape, or paperclip your payment to this stub. **TAXES BECOME DELINQUENT APRIL 1**

If Postmarked By	Nov 30, 2023				
Please Pay	$0.00				

TaxSys

PLEASE DO NOT WRITE ON THIS STUB

Receipt # WWW-23-0004277 $1,465.28
Paid 11/03/2023

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.
NEW VISIONS PAINTING LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

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.
418 Cedar Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
New Smyrna Beach Florida 32168

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
6 1 - 1 4 7 0 8 5 2

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 ▶ Travis Mosher Date ▶ 5-4-21

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.*

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

CONSIDER THE APPROVAL OF AN AMENDMENT TO THE PARKING CONTRACT BETWEEN THE CITY OF NEW SMYRNA BEACH AND THE FIRST BAPTIST CHURCH OF NEW SMYRNA BEACH.

November 14, 2023

Background:

In an effort to provided needed parking for the City Hall Complex, the City and the First Baptist Church of NSB entered into an agreement (attached) on May 19th 2021 to lease 18 spaces from the Church for $500 per space per year for an annual total of $9,000. The term of the lease is from 8/1/2021 through July 31, 2026 with a City controlled option for an additional 5 years.

With the completion of the new parking lot at the northeast corner of Washington and Faulkner which provides 49 new spaces, it is recommended to reduce the number of spaces leased to a total of 3. This will reduce our annual payment to $1,500 per year and keep the same termination date of the base agreement. The attached amendment to the agreement lays out these terms.

Findings:

Staff finds that this amendment is in the benefit of the City by reducing the annual cost of parking, yet maintaining the active contract should a need arise to expand the lease at a future date.

Fiscal Analysis:

This amendment will result in an annual lease payment reduction of $7,500.

Strategic Plan Item:

No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Baptist_ch_contract-10302023104221.pdf
First_Baptist_Parking_Lease_Amendment_2023.doc

LEASE AGREEMENT

This indenture is made as of the 19th day of ~~April~~ May, 2021, between The First Baptist Church of New Smyrna Beach, Incorporated ("lessor"), and the City of New Smyrna Beach, a municipal corporation of the State of Florida, as ("lessee"):

Lessor, in consideration of the rent later specified to be paid by lessee, and the covenants and agreements later contained, by the lessee to be performed, has let the lessee those certain premises in the City of New Smyrna Beach, county of Volusia, state of Florida, more fully described in attached Exhibit "A."

To hold unto the lessee on the following terms and conditions:

1. **Term:**

The term of this lease shall be for a period of FIVE (5) years, beginning on the 1ST day of August, 2021, and ending on the 31ST day of July, 2026, except as otherwise subsequently provided. Lessee shall be entitled to ONE (1) extension for a period of FIVE (5) years should it notify lessor of its intention to so extend at least THIRTY (30) days prior to the expiration of the initial term.

2. **Rental:**

Lessee agrees to pay to lessor as rent for the premises the sum of FIVE HUNDRED DOLLARS ($500) dollars per space per year, for EIGHTEEN (18) spaces, as more clearly marked in attached Exhibit "A," for a total of NINE THOUSAND DOLLARS each year, which rental shall be paid in installments as follows: SEVEN HUNDRED AND FIFTY ($750) dollars on the 1ST day of each and every month after until the termination of this lease, without delay, deduction or default.

3. **Purposes:**

Those premises shall be used for surface parking for the City of New Smyrna Beach employees, officers, or agents, Monday through Friday, from 8am to 5pm. Signage may be placed designated the 18 parking spaces for City use, subject to approval of sign language by Lessor prior to placement in the parking lot.

4. **Buildings and Improvements:**

This section intentionally deleted.

5. **Taxes:**

This section intentionally deleted.

6. **Repairs, Maintenance, and Temporary Closures:**

Lessee represents that lessee has inspected and examined the demised premises and accepts them in their present condition, and agrees that lessor shall not be required to make any improvements or repairs upon the premises demised or any part of them. Lessee agrees to make all improvements and repairs at lessee's sole cost and expense, and agrees to keep the premises safe and in good order and condition at all times during the term, and upon expiration of this lease, or at any sooner termination, the lessee will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term, reasonable wear, tear and damage by the elements excepted; lessee further agrees to leave the premises free from all nuisance and dangerous and defective conditions.

In the event Lessor wishes to close the parking lot for repairs it wishes to make, or in the event of intended use of the parking lot for special events, or any other planned activity that interferes with Lessee's use of any of the 18 designated parking spaces during the identified hours, Lessor shall give Lessee one week advance notice and a credit of $1.37 per day for each parking space that is unavailable for the Lessee's use for the duration of the temporary closure.

7. Assignment and Mortgage:

Neither the demised premises nor any portion of them shall be sublet, nor shall this lease, or any interest in it be assigned, hypothecated or mortgaged by lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee. In the event that lessee shall become incompetent, bankrupt, or insolvent, or should a guardian, trustee, or receiver be appointed to administer lessee's business or affairs, neither this lease nor any interest here shall become an asset of the guardian, trustee or receiver, and in the event of the appointment of any guardian, trustee, or receiver, this lease shall immediately terminate and end.

8. Liability:

Both parties agree that they are responsible for their own negligence, whether through action or inaction, arising from this lease agreement.

9. Mechanic's Liens:

This section intentionally deleted.

10. Termination by Lessor or Lessee:

Lessor or Lessee may terminate this lease with ONE MONTH written notice to either party, with or without cause.

11. Default:

In the event that lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by

lessee, then in that event, lessor may terminate and end this lease, immediately, and lessor may enter upon the premises and remove all persons and property, and lessee shall not be entitled to any money paid or any part of that money; in the event that lessor shall bring a legal action to enforce any of the terms of this lease, or to obtain possession of the premises by reason of any default of lessee, or otherwise, lessee agrees to pay lessor all costs of the legal action, plus the sum of dollars.

12. Holding Over:

This section intentionally deleted.

13. Notices:

Any notices that are required here, or which either lessor or lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage-prepaid, return receipt requested, addressed to lessor at: 200 Faulkner Street, New Smyrna Beach, FL 32168; and likewise addressed to lessee at 210 Sams Avenue, New Smyrna Beach, Florida, 32168, attention City Manager.

14. Advance Rental:

This section intentionally deleted.

15. Utilities:

This section intentionally deleted.

16. Waiver:

Waiver by lessor of any default in performance by lessee of any of the terms, covenants, or conditions contained here, shall not be deemed a continuing waiver of that default or any subsequent default.

17. Compliance With Laws:

This section intentionally deleted.

18. Lessor May Enter:

This section intentionally deleted.

19. Damages to Property:

This section intentionally deleted.

20. Compliance with Grants:

This section intentionally deleted.

21. Non-Discrimination Covenant

Lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, sex, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall Lessee himself, or any persons claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of lessees, sublessors, sublessees or vendees in the premises herein leased.

22. Successors in Interest:

All of the terms, covenants and conditions contained here shall continue, and bind all successors in interest of lessee.

23. Assignment and Sublease

Without lessor's prior written consent, lessee shall not assign this lease or sublease the premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the premises and any attempt to do any of the foregoing shall be void and of no effect. Lessee shall reimburse lessor for all of lessor's reasonable out-of-pocket expenses in connection with any assignment or sublease. Upon lessor's receipt of lessee's written notice of a desire to assign or sublet the premises, or any part thereof, lessor may, by giving written notice to lessee within 30 days after receipt of lessee's notice, terminate this lease with respect to the space described in lessee's notice, as of the date specified in lessee's notice for the commencement of the proposed assignment or sublease. Notwithstanding any assignment or subletting, lessee and any guarantor or surety of lessee's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of lessee's other obligations under this lease (regardless of whether lessor's approval has been obtained for any such assignments or sublettings).

24. Event of Offer to Purchase:

This section intentionally deleted.

25. Severability:

Shall any term, covenant, condition, provision, sentence or part thereof of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.

26. Construction:

The headings and subheadings used throughout this lease and for convenience only and have no significance in the interpretation of the body of this lease.

27. Choice of Laws and Venue:

This lease shall be governed by the laws of the State of Florida, and venue shall be in Volusia County, Florida.

28. Attorney's Fees and Costs:

In any litigation arising out of this lease, each party shall be responsible for its own attorney's fees and costs.

29. Pre-suit Mediation Requirement

In the event a dispute shall arise and remain unresolved for thirty days between the parties to this lease, the parties agree to participate in good-faith, non-binding mediation before an independent mediator, agreed upon by the parties, prior to the initiation of any lawsuit. The parties agree to share equally in the costs of the mediation.

30. Additional Terms:

This section intentionally deleted.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Signed, sealed and delivered
in the presence of:

LESSEE:

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:

Wendy L. Hurtubise
Printed Name

Michelle Raphael
Printed Name

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 28 day of April, 2021.

(Notary Seal or Stamp) Notary Public

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

TAMMY M. KOSOROK
Commission # HH 0[illegible]
Expires February [illegible]
Bonded Thru Troy Fa[illegible]

LESSOR:

THE FIRST BAPTIST CHURCH OF NEW SMYRNA BEACH, INCORPOATED,

By: C R Cole

Charles R Cole
Printed Name

Executed in the presence of: WITNESSES:

Karen Melanson
Printed Name

Michael Stowell
Printed Name

STATE OF FLORIDA,)

COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 18 day of MAY, 2021 by Michael Stovall, as Witness and by Karen McLawson, as witness; who are personally known to me or who have produced Drivers ID as identification.

Rhonda Beatty

(Notary Seal or Stamp) Notary Public

Notary Public State of Florida
Rhonda Beatty
My Commission GG 238804
Expires 07/16/2022

Notary Public State of Florida
Rhonda Beatty
My Commission GG 238804
Expires 07/16/2022

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

AMENDMENT TO LEASE AGREEMENT BETWEEN THE FIRST BAPTIST CHURCH OF NEW SMYRNA BEACH AND THE CITY OF NEW SMYRNA BEACH

THIS AMENDMENT TO LEASE AGREEMENT made and entered into this _____ day of _____, 2023 by and between THE FIRST BAPTIST CHURCH OF NEW SMYRNA BEACH, INC. (hereinafter "CHURCH") and the CITY OF NEW SMYRNA BEACH (hereinafter "CITY"), provides for the reduction in leased parking spaces as detailed herein.

WHEREAS, on May 19, 2021, CITY entered into a LEASE AGREEMENT with CHURCH for the lease of 18 parking spaces; and

WHEREAS, CITY no longer needs to lease as many spaces as a result of the opening of the parking lot at the northeast corner of Washington and Faulkner and wishes to reduce the number of leased parking spaces to three for the remainder of the LEASE AGREEMENT; and

WHEREAS, CHURCH has no objection to this amendment.

NOW, THEREFORE, CHURCH and CITY, in consideration of the mutual covenants herein agree to the following:

1. **Section 2 Rental** of LEASE AGREEMENT is hereby amended to read as follows:

Lessee agrees to pay to lessor as rent for the premises the sum of FIVE HUNDRED DOLLARS ($500) dollars per space per year, for THREE (3) spaces, as more clearly marked in attached Exhibit "A," for a total of ONE THOUSAND FIVE HUNDRED DOLLARS each year, which rental shall be paid in installments as follows: ONE HUNDRED AND TWENTY-FIVE ($125) dollars on the 1st day of each and every month after until the termination of this lease, without delay, deduction or default.

2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREFORE, the parties have caused this AMENDMENT to be executed as of this day and date first written. Signed, sealed and delivered in the presence of:

LESSEE:

CITY OF NEW SMYRNA BEACH, FLORIDA
a municipal corporation.

(City Seal)

By: _____
Fred E. Cleveland, Mayor

Attest:

_____
Kelly McQuillen, City Clerk

Executed in the presence of: WITNESSES:

_____ _____
Signature Signature

_____ _____
Printed Name Printed Name

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 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 _____ day of _____, 2023.

_____
(Notary Seal or Stamp) Notary Public

LESSOR:
THE FIRST BAPTIST CHURCH OF NEW SMYRNA BEACH, INCORPORATED

By: _____
_____
Printed Name and Title

Executed in the presence of: WITNESSES:

_____ _____
Signature Signature

_____ _____
Printed Name Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, as_____ and by _____, as _____, who are personally known to me or who have produced _____ as identification.

_____
(Notary Seal or Stamp) Notary Public

APPROVED AS TO FORM AND CORRECTNESS:

_____
CARRIE AVALLONE
City Attorney

END OF CONTRACT

THE CITY OF NEW SMYRNA BEACH - FINANCE

CONSIDER THE APPROVAL OF A REVISION ON FISCAL YEAR 2024 BLANKET PO'S EXCEEDING $25,000.

November 14, 2023

Background:

As part of the fiscal year-end process, the Finance Department complies a list of blanket purchase orders for the following fiscal year from the various Departments.

The list for fiscal year 2024 was approved by Commission at the September 26, 2023, Commission meeting. The list has been revised and the purpose of this agenda item is to present the revisions for an additional approval. The revisions include three requests where the full annual expense was not taken into consideration. Revisions include the following:

- Enterprise Fleet Managment: Original blanket PO request was $50,000, revised request is $74,832. On September 27, 2022, Commission approved six (6) vehicles for the Police Department in the amount of $69,276 annually. On November 15, 2022, Commission approved one (1) vehicle for CRA in the amount of $5,556 annually. For a total of $74,832 annually.

- VerdeGo: Original blanket PO request was $220,000, revised amount is $520,956 which is the amount in the contract approved by Commission on February 28, 2023. Being that the services started late in the Fiscal Year the full annual amount was not taken into consideration.

- Precision Sidewalk: Original blanket PO request was $35,000. Additional projects are being considered for this Fiscal Year utilizing the piggyback agreement that was approved by Commission on November 9, 2021. Revised blanket PO amount for this Fiscal Year is $57,000.

The above expenses are approved in the FY24 budget.

Findings:

Staff recommends approving the revised list to be consistent with the contracts on file and to plan ahead for sidewalk related projects.

Fiscal Analysis:

These items are included in the FY2024 budget.

Strategic Plan Item:

No

Staff Report Created By: Janet Vivian - Purchasing Coordinator

Attachments:

Revised - Additional FY24 Blanket Purchase Order Requests
Enterprise CRA, SOA and Staff Report
Enterprise PD, SOA and Staff Report
Verdego Staff & SOA.pdf
Precision Sidewalk Piggyback.pdf

REVISED/ADDTIOINAL FY24 BLANKET PO REQUESTS 25K AND OVER - 10/16/2023

VENDOR NAME	DESCRIPTION	FY23 EXPENSE	FY24 REQUEST	REVISED AMOUNT
ENTERPRISE FLEET MANAGEMENT	6 POLICE DEPARTMENT, 1 CRA	$ 45,387.20	$50,000.00	$68,000.00
VERDEGO, LLC	CITYWIDE LANDSCAPING SERVICES BY CONTRACTOR	$ 219,715.00	$220,000.00	$520,956.00
PRECISION SIDEWALK	SMALL SIDEWALK PROJECTS	$ 35,000.00		$57,000.00

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF A CHEVROLET TRAILBLAZER VEHICLE LEASE FOR THE CRA/ECONOMIC DEVELOPMENT DEPARTMENT.

November 15, 2022

Background:

Staff has looked into several different options for vehicles relative to the City Fleet. Working with Enterprise, we are able to lease the Chevy Trailblazer that was approved in the 2022-2023 budget for leasing. At this time, the lease is a more cost-effective option instead of buying the vehicle outright for use by the CRA/Economic Development Department.

The purchase price from Enterprise would be approx. $23,800 while the total lease cost for the year $5,556

With leasing this vehicle we will have delivery within 2-4 weeks. If purchased delivery could take up to 6 months.

Fiscal Analysis:

This item will be charged to Business/Economic Development Account: 00151203:544003.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

Trailblazer[1].pdf

City Commission Regular Meeting
Tuesday, November 15, 2022 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

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

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Update on Hurricane Ian and Hurricane Nicole

5. PUBLIC PARTICIPATION

6. CONSENT AGENDA

6.A Consider the adoption of the October 25, 2022 CRA and City Commission meeting minutes.
Unanimously adopted.

6.B Resolution No. 67-22: Consider the adoption of a Resolution, which if adopted, would amend the FY2023 Budget.
Unanimously adopted.

6.C Consider the approval of accepting a grant from the Florida Department of Law Enforcement (FDLE) in the amount of $29,762 to be used for training for the upgraded RMS.
Unanimously approved.

6.D Consider the approval of a Chevrolet Trailblazer vehicle lease for the CRA/Economic Development Department.
Unanimously adopted.

6.E Consider the approval of the Interlocal Agreement with the State Attorney's Office for Municipal Ordinance Prosecutions.
Unanimously adopted.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Discussion of the Ground Lease Agreement between Airgate Aviation and the City of New Smyrna Beach Airport.
Unanimously approved Option 1, entering into the Addendum to Lease Agreement with signature execution to be made by close of business on Friday, November 18, 2022.

7.B Update on Hurricane Ian Debris Removal

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9. ORDINANCES - FIRST READING

10. BOARDS AND COMMISSIONS

11. MAYOR AND COMMISSION REPORTS

Motion:
Vice Mayor Hartman moved to accept the Stipend option for the Elected Officials Benefits. Commissioner McGuirk seconded the motion, and the motion carried 4-1, by majority vote, with Commissioner Martin voting no.

- *Commission consensus was to include the UCF Solar Power Options as a discussion item on the December 13, 2022 City Commission agenda.*

- *Commission consensus was to have City Manager review public participation action items and delegate them to the appropriate staff following the meeting. The City Manager would include the status on his report at the following meeting.*

12. CITY MANAGER'S REPORT

No action

13. CITY CLERK'S REPORT

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

8:49 PM

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL TO LEASE FOUR (4) POLICE DEPARTMENT UTILITY INTERCEPTORS AND TWO (2) POLICE DEPARTMENT RATED PICK-UP TRUCKS FROM ENTERPRISE FLEET MANAGEMENT (EFM).

September 27, 2022

Background:

This is a request to order and lease four (4) police utility inceptors and two (2) pick-up trucks from Enterprise Fleet Management (EFM). Staff has worked with EFM to obtain quotes for comparable units that the City currently uses.

Enterprise Fleet Management is the largest fleet management company in North America.

Enterprise partners with over 130 different government agencies within the State of Florida, 30 of which are in Central Florida. Nearby agencies include City of South Daytona, City of Orange City, Volusia County Schools, Seminole County Sheriff's Office, City of Longwood, City of Oviedo, and Lake County.

Enterprise was again awarded the fleet management contract through Sourcewell, an organization that combines the buying power of 50,000 government, education, and nonprofit organizations.

OBJECTIVES

- Accelerate fleet replacement while staying within budget guidelines
- Reduce maintenance costs associated with an aging fleet
- Enhance the fleet's safety equipment
- Leverage the equity in the current fleet to offset replacement costs
- Establish a process by which the fleet is evaluated annually based on actionable data

At this time, leasing the requested vehicles in place of buying would be more appropriate to accomplish the unit's objectives. The vehicles are available sooner than vehicles are to purchase. The outlay to purchase the vehicles is approximately $428,400.00, whereas leasing the vehicles would cost the City $69,276.00 per year, for 5 years. At the

end of the term the vehicles will be auctioned off with an estimated total value of $77,200 returning to the city.

As an added benefit to leasing vehicles through EFM, EFM has a great program to sell the City's surplus vehicles at major auctions. The service fee for each vehicle sold is $400 and is outlined in the attached Consignment Auction Agreement. This fee will be deducted from the sale of the vehicle prior to the City receiving a check for the sale.

Findings:

Leasing these vehicles allows the PD to turn over their fleet in a timely manner. This results is PD having a safer fleet for themselves and the safety of the residents and visitors to New Smyrna Beach

Fiscal Analysis:

Budgeted to Capital Equipment within Police Department - General Fund - $69,276.00

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

GP1G - City of New Smyrna Beach, Florida Addendum to Equity MLA - FM TRUST 5.22.pdf
GP1G - City of New Smyrna Beach, Florida Indemnity and Service Agreement 05.22.pdf
F150 Police Responder.pdf
Interceptor..pdf

City Commission Regular Meeting
Tuesday, September 27, 2022 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

Vice Mayor Jason McGuirk called the meeting to order at 6:30 PM.

Present: Mayor Russ Owen (remote), Vice Mayor Jason McGuirk, Commissioner Randy Hartman, Commissioner Jake Sachs and Commissioner Mike Kolody.

2. INVOCATION/PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE AGENDA

No action.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

No action.

5. PUBLIC PARTICIPATION

No action.

6. CONSENT AGENDA

6.A Consider the adoption of the CRA Minutes from September 13, 2022 and the City Commission Special Meeting Minutes from September 14, 2022.

Unanimously approved.

6.B Resolution No. 55-22: Consider the adoption of a Resolution, which if adopted, would amend the FY2021-2022 budget.

Unanimously adopted.

6.C Resolution No. 56-22: Consider the adoption of a Resolution, which if adopted, would provide clarification to the investment policy for intergovernmental investment pools.

Unanimously adopted.

6.D Consider the approval of Letter of Intent for purchase of vehicles and equipment thru Ford, John Deere, Kubota, and Toro.

Unanimously approved.

6.E Consider the approval to lease four (4) Police Department Utility Interceptors and two (2) Police Department rated pick-up trucks from Enterprise Fleet Management (EFM).

Unanimously approved.

6.F Consider the approval of the Homeless and Disadvantage Grant for FY 2022-2023.

Unanimously approved.

6.G Consider the approval of a contract for the reconstruction and surfacing of the Sports Complex Athletic Track by The NIDY Sports Construction Company.

Unanimously approved.

6.H Consider the approval of the Fiscal Year 2022-2023 Blanket Purchase Orders exceeding $25,000.

Unanimously approved.

6.I Consider the approval of a contract renewal with James Moore & Co., P.L. for auditing services.

Unanimously approved.

6.J Consider the approval of selecting Robinson Aviation (RVA), Inc. for the Air Traffic Control Tower backup weather equipment.

Unanimously approved.

6.K Consider the approval of the EPIC Aviation and City of New Smyrna Beach Airport Ground Lease Agreement Renewal.

No action; item removed.

6.L Consider the approval to award a contract to West Florida Maintenance, Inc. for ITB 35-22-LS, Exterior Painting and Sandblasting Services (Rebid).

Unanimously approved.

6.M Consider the approval of award for the 7th & South Street Sidewalk Project to Sanderson Concrete Construction.

Unanimously approved.

6.N Consider the approval of the Bennett Fire Products Co, Inc. and City of New Smyrna Beach Fire Department Piggyback Agreement.

Unanimously approved.

6.O Consider the approval to purchase Cybersecurity Professional Services.

Unanimously approved.

6.P Consider the approval of the Pegasus Engineering Contract Services - Elevate Three (3) Homes Project.

Unanimously approved.

6.Q Consider the approval of the Pegasus Engineering Contract Services - Elevate Six (6) Homes Project.

Unanimously approved.

6.R Special Event: Consider the approval of the Special Event, Hangar Hootenanny.

Unanimously approved.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Conduct a review of a Fee Waiver Request for a Variance Appeal (V-8-22) for the property located at 905 Schoolway Avenue.

Unanimously continued to the October 11, 2022 agenda.

7.B Consider the Appeal of a Variance (V-8-22) for the property located at 905 Schoolway Avenue.

Unanimously continued to the October 11, 2022 agenda.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Ordinance No. 60-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would approve the Proposed Annual Budget of the Utilities Commission, New Smyrna Beach, for the Fiscal Year of October 1, 2022 through September 30, 2023.

Unanimously adopted.

8.B Resolution No. 57-22: Consider the adoption of a Resolution, which if adopted, would adopt the New Smyrna Operating Maximum Millage Rate.

Adopted 3-2 by majority vote, with Commissioner Sachs and Commissioner Kolody voting no.

8.C Resolution No. 58-22: Consider the adoption of a Resolution, which if adopted, would adopt the New Smyrna I & S 2005 Maximum Millage Rate.

Unanimously adopted.

8.D Resolution No. 59-22: Consider the adoption of a Resolution, which if adopted, would adopt the New Smyrna I & S 2018 Maximum Millage Rate.

Unanimously adopted.

8.E Resolution No. 60-22: Consider the adoption of a Resolution, which if adopted, would adopt the New Smyrna Beach Budget for Fiscal Year 2022-2023.

Adopted 3-2 by majority vote with Commissioner Sachs and Commissioner Kolody voting no.

8.F Resolution No. 61-22: Conduct a Public Hearing to consider the adoption of a Resolution, which if adopted, would approve the Fiscal Year 2022-2023 CRA Budget.

Unanimously adopted.

8.G Resolution No. 62-22: Consider the adoption of a Resolution, which if adopted, would approve re-appropriating the FY 21/22 CRA Fund Balance to Specific and Amended CRA Capital Projects in Fiscal Year 22/23.

Unanimously adopted.

8.H Ordinance No. 50-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the City Land Development Regulation by adding Pet Grooming and Pet shop as a permitted use in the Mixed Use, B-2, and B-3 zoning Districts. This proposed amendment would also add a definition for a pet groomer and pet shop and change the definition of Retail Sales and Services.

Adopted 4-1 by majority vote, with Commissioner Sachs voting no.

8.I Ordinance No. 58-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 1.05 acres of land addressed as 2835 Pioneer Trail.

Unanimously adopted.

8.J Ordinance No. 59-22: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 1.05 acres of land addressed as 2835 Pioneer Trail as part of an overall annexation application.

Unanimously adopted.

8.K Ordinance No. 61-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would discontinue the current Parking Lease Program.

Adopted 4-1 by majority vote, with Commissioner Kolody voting no.

9. ORDINANCES - FIRST READING

No action.

10. BOARDS AND COMMISSIONS

10.A Youth Council Task Force: Consider the approval of the appointments of two (2) and reappointments of three (3) New Smyrna Beach High School Students to serve as members on the Youth Council Task Force for the academic year of 2022 - 2023.

Unanimously reappointed Tillman Arieti, Alize Cardot and Carson Stepp and appointed Ava Grimaldi and Kyla Kavanaugh to serve during the 2022-2023 academic year.

11. MAYOR AND COMMISSION REPORTS

No action.

12. CITY MANAGER'S REPORT

No action.

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action.

14. CITY ATTORNEY'S REPORT

No action.

15. ADJOURNMENT

8:20 pm.

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF A RIGHT OF WAY MAINTENANCE CONTRACT.

February 28, 2023

Background:

City went out for a Request for Proposal for the right of way maintenance along SR44 and US1 as well as select city park areas and the walking trail. The bid pricing was split into three different sections. We received two bids:

1 - VerdeGo - US1 corridor - $191,113 Yellowstone Landscape - $160,240
2 - VerdeGo - SR44 corridor - $160,208 Yellowstone Landscape - $136,776
3 - VerdeGo - City Parks Corridor - $169,635 Yellowstone Landscape - $127,784

Total - VerdeGo - $520,956 Yellowstone Landscape - $424,800

Maintenance Operations Director recommendation is to go with VerdeGo for the contract of ROW maintenance.

The city has had Yellowstone Landscape (previously Austin Outdoors) as the contract holder since 2015. City went out to bid in 2015 and 2020 both awarded to Yellowstone Landscape. The services have not been up to par and expectations for what we had in the bid and contract.

Findings:

The overall combined score average was:	VerdeGo	Yellowstone Landscape
Work History/Exp	23	20.3
Qualifications/Staffing	23	19.7
Equipment	23.7	23.3
Fee Proposal	21.7	21
Total combined	91.33	84.33

Overall the consensus of the evaluation team was to select VerdeGo to have the proposed bid for a three contract with the city.

Fiscal Analysis:

We are currently paying our vendor $469,560. With the award to VerdeGo for $520,956 that is an increase of $51,396. That increase will be spread thru-out the areas that will be maintained under this contract. (The parks department budget, Fire Department, and Police Department will incur the added costs to their specific areas.)

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

NSB Bid Document w attachments.pdf
Evaluation Tabulation.pdf
Proposal - VerdeGO LLC.pdf
Proposal - Yellowstone.pdf
NSB Contract.pdf

City Commission Regular Meeting
Tuesday, February 28, 2023 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

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

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

Excused Absent: Vice Mayor Randy Hartman
Unanimously approved the absence as excused

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Pete Carter gave the invocation. New Smyrna Beach High School Student Wyatt Littrell will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Presentation: Southeast Volusia Regional Economic Development Strategy - New Smyrna Beach Action Strategies

4.B Recognition: Police Department Employees of the Year

4.C City Manager Update

5. PUBLIC PARTICIPATION

No action.

6. CONSENT AGENDA

6.A Consider the adoption of the City Commission Regular and Community Redevelopment Agency (CRA) meeting minutes from February 14, 2023.
Unanimously adopted

6.B Resolution No. 06-23: Consider the adoption of a Resolution, which if adopted, would amend the FY2023 Budget.
Unanimously adopted

6.C Consider the approval of a Close Out Change Order for the Fire Station 50 Traffic Signal Project.
Unanimously approved

6.D Consider the approval of an application for an amended Sidewalk Café Agreement for the Ciao Bella restaurant located at 103 South Pine Street.
Approved 3-1, by majority vote

6.E Consider the approval for the purchase of (3) Toyota Tacoma's for the Building Department.
Unanimously approved

6.F Consider the approval of a Right of Way Maintenance Contract.
Unanimously approved

6.G Consider the approval of pipe inspections and repair with Shenandoah General Construction, LLC.
Unanimously approved

6.H Special Event: Consider the approval of the Charming Home Tour 5th Anniversary, March 16, 2023.
Unanimously approved

6.I Special Event: Consider the approval of Clancy's Cinco de Mayo Celebration 2023, May 5, 2023.
Unanimously approved, as amended changing the event end time to 11:00 pm

6.J Special Event: Consider the approval of Clancy's St. Patrick's Day Celebration 2023, March 17, 2023.
Unanimously approved, as amended changing the event end time to 11:00 pm

6.K Special Event: Consider the approval of the Flagler Tavern Cinco de Mayo Celebration 2023, May 5, 2023.
Unanimously approved

6.L Special Event: Consider the approval of the Flagler Tavern St. Patrick's Day Celebration 2023, March 17, 2023.
Unanimously approved

6.M Special Event: Consider the approval of the Flagler Tavern Summer Solstice 2023, June 24, 2023.
Unanimously approved

6.N Special Event: Consider the approval of the Heritage Day Event 2023, April 1, 2023.
Unanimously approved

6.O Special Event: Consider the approval of the VFW Post #4250 Bike Week Camping Event 2023, March 1 to March 26, 2023.
Unanimously approved

6.P Special Event: Consider changes to the previously approved New Smyrna Beach Car Show 2023 Events, effective March 11, 2023.
Unanimously approved

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

No action.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Special Exception: Conduct a Quasi-Judicial Public Hearing to consider the approval of SE-1-23 for the property located at 720 South Dixie Freeway.
Unanimously adopted

8.B Ordinance No. 12-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend Chapter 54, establishing Article I, Offense and Article II, Youth Protection Curfew.
Unanimously adopted

Motion:
Commissioner McGuirk moved for staff to prepare an agenda item during the first meeting in October, annually, reviewing the current years' juvenile curfew ordinance. Commissioner Martin seconded the motion, and the motion carried unanimously.

8.C Ordinance No. 13-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the Code of Ordinances, Chapter 2, Article III, Section 2-86 to provide a detailed process for excusing city commissioner absences from regular city commission meetings.
Unanimously adopted

9. ORDINANCES - FIRST READING

9.A Ordinance No. 14-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 0.18 acres of land located at 307 Ingham Road.
City Attorney Avallone read Ordinance No. 14-23, the first time, by title only. She reported that the Second Reading and Public Hearing would be on March 14, 2023.

9.B Ordinance No. 15-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small Scale Comprehensive Plan amendment changing the Future Land Use on approximately 0.18 acres of land located at 307 Ingham Road as part of an overall annexation application.
City Attorney Avallone read Ordinance No. 15-23, the first time, by title only. She reported that the Second Reading and Public Hearing would be on March 14, 2023.

9.C Ordinance No. 16-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would

rezone approximately 0.18 acres of land located at 307 Ingham Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 16-23, the first time, by title only. She reported that the Second Reading and Public Hearing would be on March 14, 2023.

10. BOARDS AND COMMISSIONS

10.A Parking Task Force: Consider the appointments of seven (7) regular members to serve as regular members from March 1, 2023 through September 26, 2023.

Unanimously continued to the March 14, 2023 regular City Commission meeting.

11. MAYOR AND COMMISSION REPORTS

Motion:
Commissioner Martin moved to remove the Waterfront Loop banners. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

12. CITY MANAGER'S REPORT

12.A City Manager's Report

No action.

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action.

14. CITY ATTORNEY'S REPORT

Motion:
Commissioner Martin moved to approve a retainer agreement with Smith Bigman Brock to assist with the Airgate Aviation litigation, not to exceed an amount of $10,000; with initial funding of $5,000 and the option to add $5,000. Commissioner Perrine seconded the motion, and the motion carried unanimously.

15. ADJOURNMENT

9:49 pm

Precision Sidewalk Safety Corp, Ocala, FL, Trip Hazard Mitigation for Sidewalks

The City of New Smyrna Beach ("City") enters this "Piggyback" Contract with **Precision Sidewalk Safety Corp** (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 the **Panhandle Area Educational Consortium (PAEC) fiscal agent and District of Record, the Washington County Florida School Board**, said contract being identified as: **Contract #22-139; RFP#21-18, Trip Hazard Mitigation for Sidewalks,** (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: Not applicable.

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) 424-2407.

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 **Faith Miller, Maintenance Operations Director**, City of New

Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, telephone number **(386) 424-2202**, and email **fmiller@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.

Entered this 18th day of October, 2021.

ATTEST

Authorized Signature

Amanda Henson, Account Executive
Print Name and Title

PRECISION SIDEWALK SAFETY CORP

Authorized Signature

Wendy F. MacMurray, CEO
Print Name and Title

Date: 10/18/21

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Date: 11/9/2021

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

11/23/2021 Carrie Avallone City Attorney

Exhibit A

Attachment 7
Florida Buy State Cooperative Purchasing Agency
CONTRACT OFFER AND AWARD LETTER
RFP #21-18 Trip Hazard Mitigation for Sidewalks
OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specification and being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal.

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the PAEC Florida Buy State Cooperative Purchasing Agency as stated in the evaluation section, will be a consideration in making the award.

This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the Florida Buy State Cooperative Purchasing Program,

Company Name: Precision Sidewalk Safety Corp

Address 1202 SW 17th Street, Suite 201-122 Phone Number 877-799-6783

City: Ocala State: Florida Zip: 34471

Contract Contact Person: Wendy F. MacMurray Email Address: wendy@precisionsidewalksafety.com

Authorized Signature: [signature] Date: July 16, 2021

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE LEAD AGENCY OF FLORIDA BUY STATE PURCHASING COOPERATIVE

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on 9.13.2021. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Offeror, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remained of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County Florida School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature [signature] Date 9/13/21

Agency Executive: John T. Selover, Executive Director, PAEC: Signature [signature] Date 9/14/21

WCSB Approval 9/13/21

PAEC BD Approval 8/18/21

Contract # 22-139

THE CITY OF NEW SMYRNA BEACH - FIRE DEPARTMENT

CONSIDER THE APPROVAL OF A FIRE DEPARTMENT TOWER 50 REPAIR INVOICE FROM SOUTH FLORIDA EMERGENCY VEHICLES.

November 14, 2023

Background:

All repairs and preventative maintenance on Fire Apparatus must be performed by a Certified Emergency Vehicle Technician. The City of New Smyrna Beach does not employ a Certified EVT so we outsource that type of work to the only service center in Florida authorized to work on Sutphen Fire Apparatus, South Florida Emergency Vehicles, located in Fort Myers Florida. Once a year we schedule a block of time for all suggested repairs to be performed, which is more convenient than making multiple trips to Fort Myers and allows us to make sure service to the citizen remains uninterrupted. This item is to request approval of the repairs performed to Tower 50 which, when added together, totals $83,065.91. Some of the larger items on the eleven pages of repairs includes:

- Replace apparatus generator at a cost of $18,889.
- Repair of air conditioning unit at a cost of $5,661
- Rear Tandem walking bushings replaced at a cost of $3,588.
- Side Tower aerial stabilizer cylinder replaced at a cost of $4,086.
- Mandatory annual service for ladder certification at a cost of $2,156.
- Replacement of all four rear brakes at a cost of $17,587.
- Repair and maintenance of both front brakes at a cost of $4,359.

Tower 50 has reached 7 years in service which is the point in the lifecycle where we would expect repairs of this nature. The cost of this repair brings the total spent on maintenance and repairs to $154,741.17 which is 14% of the amount spent to purchase the vehicle and well within our 50% M/R Costs to Acquisition Costs limit.

Fiscal Analysis:

Per New Smyrna Beach Maintenance Operations, we currently have funding in our Maintenance line item to facilitate payment for these services rendered. General Fund-00152201-546350

Strategic Plan Item:

No

Staff Report Created By: Dan Harshburger - Deputy Fire Chief

Attachments:

Tower 50 REVISED ESTIMATE FOR NEW SMYRNA SPH100 PM REPAIRS 1023.pdf

South Florida Emergency Vehicles LLC.
4655 Cummins Ct
Fort Myers, FL 33905
239-267-5300

Estimate **20212590**

Date: **10/13/2023**

Bill To
NEW SMYRNA BEACH, CITY OF
124 Industrial Park Avenue
New Smyrna Beach, FL 32168
P: 386-804-9107 SHAWN CELL

Remit Payment To
South Florida Emergency Vehicles
4655 Cummins Ct
Fort Myers, FL 33905

Service Order	Purchase Order	Service Writer	Authorizer
20212590	ESTIMATE 3-14-2023	Shuman, Jimmy	Shawn VanDemark

Item	Description	Quantity	Rate	Amount
Complaint: AIR CONDITIONING INOPERATIVE; REPAIR REQUESTED 6/29 BY CHIEF HARSHBURGER				
Cause: AIR CONDITIONING INOPERATIVE (Inspection)				
Labor	**Correction:** Chassis / Air Conditioning & Heating / Found compressor wire shorted against compressor housing. Repaired wire. Short popped a fuse and shorted out the condenser fan relay. Replaced both and tested. Found compressor wire shorted against compressor housing. Repaired wire. Short popped a fuse and shorted out the condenser fan relay. Replaced both and tested.	8.00000	$135.00	$1,080.00
Parts	EXPANSION BLOCK VALVE KIT - 1601 - A	2	$60.90	$121.80
Parts	TM-31 AC COMPRESSOR - 5899G - A	1	$1,368.075	$1,368.08
Parts	DRYER - 7541 - A	1	$64.67	$64.67
Parts	A/C SOLVENT QT 134 & R12 - 419955 - A	1	$23.62	$23.62
Parts	Custom Modified 77,000 BTU Rooftop Condenser Assembly - MA-001164 - A	1	$2,877.525	$2,877.53
Parts	45" LED STRIP FLEXI-LIGHT - SUT-10046217 - A	2	$63.14186	$126.28
			Subtotal	$5,661.98
Complaint: ESTIMATE - Right side midship dot marker light out				
Cause: Light out **Type:** Preventative maintenance (Inspection)				
Labor	**Correction:** Body and Cab / Electrical / R&R marker lights complete	1.25000	$135.00	$168.75
Parts	AMBER, MODEL 21 MARKER & CLEARANCE LED SEALED LIGHT - 21275Y - A	1	$21.6775	$21.68
Parts	AMBER, MODEL 21 LED MARKER LIGHT - 21251Y - A	2	$20.677	$41.35
			Subtotal	$231.78
Complaint: ESTIMATE - Oil leak at transmission cooler				
Cause: Suspect fittings on trans cooler leaking **Type:** Preventative maintenance (Inspection)				
Labor	**Correction:** Transmission / Automatic Transmission / found both transmission hoses hard and leaking thru inner casing, replace both hoses.	2.00000	$135.00	$270.00
Parts	ALLISON TRANSMISSION FLUID - TRANSYND - A	36	$21.6775	$780.39
Parts	HYD TRANS LINES - 58" AND 62" - PTO-TRANS LINES - A	1	$497.16875	$497.17
Parts	TRANSYND 668 SYN TRANS FLUID - 15E2E1 - A	6	$14.5889	$87.53

Item	Description	Quantity	Rate	Amount
			Subtotal	$1,635.09
Complaint: ESTIMATE - Oil leak at generator pto hose **Cause:** Hose leaking from crimp **Type:** Preventative maintenance (Inspection)				
Labor	**Correction:** Transmission / Automatic Transmission / REPLACED 3 HOSES PUMP TO GENERATOR	2.00000	$135.00	$270.00
			Subtotal	$270.00
Complaint: ESTIMATE - Oil leak at transmission dipstick tube gasket **Cause:** Gasket leaking **Type:** Preventative maintenance (Inspection)				
Labor	**Correction:** Transmission / Automatic Transmission / replace transmission dip stick tube grommet	1.00000	$135.00	$135.00
Parts	SEAL FILL TUBE/DIPSTICK TRANS - FDDA-29546229 - A	1	$11.281	$11.28
			Subtotal	$146.28
Complaint: ESTIMATE - Cab latch bushings worn **Cause:** Bushings worn **Type:** Preventative maintenance (Inspection)				
Labor	**Correction:** Body and Cab / General / Removed and replaced cab bushings on both sides.	2.50000	$135.00	$337.50
Parts	CAB LATCH HARDWARE KIT - SUT-10043452 - A	2	$35.60525	$71.21
			Subtotal	$408.71
Complaint: ESTIMATE - Right side cab latch leaking **Cause:** Cab lock leaking **Type:** Preventative maintenance (Inspection)				
Labor	**Correction:** Body and Cab / General / Replaced both cab latches.	2.00000	$135.00	$270.00
Parts	CAB LATCH/CAB LOCK - NO HARDWARE - SUT-10051530 - A	2	$207.00515	$414.01
			Subtotal	$684.01
Complaint: ESTIMATE - Transfer case output shaft seal leaking **Cause:** Seal leaking **Type:** Unscheduled repair (Inspection)				
Labor	**Correction:** Fire Pump / Transfer Case / replaced output shaft seal refill gear box.	5.00000	$135.00	$675.00
Parts	QHD OIL SEAL - HAL-296-2540-00-0 - A	1	$81.0016	$81.00
Parts	SHIM KIT - HAL-048-1580-50-0 - A	1	$128.00256	$128.00
Parts	GEAR OIL - 80W90 - A	4	$9.99	$39.96
Parts	GASKET QL-W429 - HAL-046-5060-00-0 - A	1	$12.40025	$12.40
Parts	GASKET - HAL-046-5131-00-0 - A	1	$12.00024	$12.00
			Subtotal	$948.36
Complaint: INFORMATION ONLY - Rear Tandem walking beam bushings worn **Cause:** Worn bushings **Type:** Unscheduled repair (Inspection)				
Labor	**Recommended Correction:** Chassis / Suspension / Recommend sublet to JOSAM to replace walking beam bushings	0.00000		$0.00
			Subtotal	$0.00

Item	Description	Quantity	Rate	Amount
Complaint: ESTIMATE - Oil leak at brake air compressor				
Cause: Worn compressor **Type:** Unscheduled repair (Inspection)				
Labor	**Correction:** Chassis / Air Brake / Replace air compressor and air intake hose.	6.00000	$135.00	$810.00
Parts	COOLANT NITRATE FREE - COOLANT-GALLON - A	2	$31.8855	$63.77
Parts	AIR COMPRESSOR KIT - CUM-5473007RX - A	1	$2,263.6045	$2,263.60
Parts	CORE FOR AIR COMPRESSOR - CUM-3103411D - A	1	$375.00	$375.00
Parts	1.00 INCH ID, UP TO 250PSI, WIRE INSERTED SUCTION BLACK HOSE - FC619-16 - A	4	$19.1255	$76.50
			Subtotal	$3,588.87
Complaint: INFORMATION ONLY - Front tandem axle tires almost at wear bars				
Cause: Worn tires **Type:** Unscheduled repair (Inspection)				
Labor	**Correction:** Chassis / Tire & Wheels / no repair by sflev	0.00000		$0.00
			Subtotal	$0.00
Complaint: ESTIMATE - Class 1 leak at right side front axle aerial stabilizer cylinder				
Cause: Cylinder beginning to leak from wipe seal **Type:** Unscheduled repair (Inspection)				
Labor	**Correction:** Aerial / Hydraulic / replaced both jack cylinders.	3.00000	$135.00	$405.00
Parts	FRONT AXLE LOCK CYLINDER (SQ10013192) - SUT-10043599 - A	2	$1,774.18758	$3,548.38
Parts	SUTPHEN PO#64849696-ORD 8/21-SO#20089862-1Z4694470357674564=8/24 - SHIPPING - FREIGHT - A	1	$133.245	$133.25
			Subtotal	$4,086.63
Complaint: ESTIMATE - Oil leak at cab pump hoses				
Cause: Hoses leaking from crimps **Type:** Unscheduled repair (Inspection)				
Labor	**Correction:** Body and Cab / General / check all hoses found no leaking hoses at this time.	4.00000	$135.00	$540.00
			Subtotal	$540.00
Complaint: GENERATOR OOS NEEDS REPLACE				
Cause: customer request. **Type:** Scheduled repair (Inspection)				
Labor	**Correction:** Chassis / Lighting & Electrical / Replace with new generator/hydraulic pump and 3 new hose assemblys	32.50000	$135.00	$4,387.50
Parts	HR-10 GENERATOR PUMP 60cc RH ROTATION, 15 TOOTH SPLINE - SMP-2600110 - A	1	$12,752.75	$12,752.75
Parts	SMART POWER PO# 36771586-ORD 5/31 (Q#041123)-705-588179-2 - SHIPPING - FREIGHT - A	1	$257.1354	$257.14
Parts	HYD FLUID - AW46 - HYDRAULIC FLUID - A	40	$4.1905	$167.62
Parts	HOSE ASSY - MISC PARTS- - A	3	$444.7875	$1,334.36
			Subtotal	$18,899.37
Complaint: CHECK PUMP PACKING REPLACE AS REQUIRED				
Cause: customer request **Type:** Scheduled repair (Inspection)				
Labor	**Correction:** Fire Pump / General / Replace pump packing.	8.00000	$135.00	$1,080.00

Item	Description	Quantity	Rate	Amount
Parts	ZM PACKING KIT - HAL-296-0030-10-0 - A	1	$227.00454	$227.00
Parts	BEARING STRAP KIT - 6.5-70-18X - A	1	$13.5285	$13.53
Parts	3/8in X 1/4in TUBE TO MALE PIPE ELBOW ADAPTER - COR-969-64 - A	3	$5.28801	$15.86
			Subtotal	$1,336.39

Complaint: CHECK CAB ROOF LIGHTS DOT

Cause: found cab light to be getting 12 volts but not coming on **Type:** Scheduled repair (Inspection)

Labor	**Correction:** Body and Cab / Electrical / R&R cab light	1.00000	$135.00	$135.00
Parts	AERODYNAMIC AMBER LED MARKER LIGHT-GROTE - 47183 - A	1	$61.24	$61.24
			Subtotal	$196.24

Complaint: CHECK AIR HORNS OPERATION

Cause: cracked diaphragm. **Type:** Scheduled repair (Inspection)

Labor	**Correction:** Body and Cab / General / Replaced cracked diaphragm repair kit. test ok at this time.	1.00000	$135.00	$135.00
Parts	GROVER AIR HORN REPAIR-DIAPHRAGM KIT - 1522 - A	1	$101.4855	$101.49
			Subtotal	$236.49

Complaint: BED SWITCH STICKING REPLACE AS REQUIRED

Cause: worn **Type:** Scheduled repair (Inspection)

Labor	**Correction:** Aerial / Electrical / Replace bed switch make any needed adjustments	1.00000	$135.00	$135.00
Parts	MICRO SWITCH - SUT-10007822 - A	1	$584.04169	$584.04
			Subtotal	$719.04

Complaint: CHECK AND REPAIR ELEVATION CYLINDERS FOR UNEVEN OPERATION

Cause: CALLED GENE AT SUTPHEN ASK HIM FOR THE PROCEDURES FOUND THAT YOU NEED TO SET THE AERIAL OFF TO ONE SIDE AND AND CHECK TO SEE IF AERIAL COME DOWN EEN AT 0 DEG (Inspection)

Labor	**Correction:** Aerial / Aerial Structure / AERIAL COMES DOWN EVEN AT 0 DEGS GENE SAID THIS WAS PROPER OPERATIONS AND NO ADJUSTMENT WAS NEEDED AND THAT IS MAYBE OFF AT 80 DEG THIS NORMAL OPERATIONS	4.00000	$135.00	$540.00
			Subtotal	$540.00

Complaint: 3 dim red rail lights 2 officer side one driver side

Cause: burnt out lights **Type:** Scheduled repair (Inspection)

Labor	**Correction:** Body and Cab / Electrical / Replace 3 burnt out lights on rails 2 officer side 1 driver side	0.00000		$0.00
Parts	12V RED LIGHT - 21251R - A	3	$23.36	$70.08
			Subtotal	$70.08

Complaint: dim amber midship light drive side

Cause: burnt out light **Type:** Scheduled repair (Inspection)

Labor	**Correction:** Body and Cab / Electrical / Replace 1 amber light midship.	1.00000	$135.00	$135.00
Parts	YELLOW, SUPER 21 LED RECTANGULAR MARKER LIGHT - 21051Y - A	1	$28.28	$28.28

Item	Description	Quantity	Rate	Amount
			Subtotal	$163.28
Complaint: LEAK AT HYDRAULIC TANK FOR AERIAL **Cause:** worn seals **Type:** Scheduled repair (Inspection)				
Labor	**Correction:** Aerial / Hydraulic / Replaced both seals refill with new fluid.	10.00000	$135.00	$1,350.00
Parts	KRAFT CLEAN OUT DOOR AND GASKET, ROUND FOR KFS-4447 - SUT-10156210 - A	2	$106.97874	$213.96
Parts	SUTPHEN PO#20089675/36579674 - SHIPPING - A	1	$59.37	$59.37
			Subtotal	$1,623.33
Complaint: Residue around top of DEF. tank. **Cause:** leaking DEF. **Type:** Scheduled repair (Inspection)				
Labor	**Correction:** Engine / Diesel Exhaust Fuel (DEF) / Remove residue from top of DEF. tank	0.50000	$135.00	$67.50
			Subtotal	$67.50
Complaint: right front shock loose **Cause:** loose bolt. **Type:** Scheduled repair (Inspection)				
Labor	**Correction:** Chassis / Suspension / check and torque bottom bolt.	0.50000	$135.00	$67.50
			Subtotal	$67.50
Complaint: OUTBOUND REPAIRS **Cause:** Misc. burnt out lights/ broken wires. **Type:** Scheduled repair (Inspection)				
Labor	**Correction:** Body and Cab / General / Verify issues on outbound inspection replace 3 dot marker lights/ drivers side door switch for red light/ replace compartment switch on officers side compartment 1/ replace strut on same compartment/ Diagnose no red light on drivers side rear door. found broken wire going to switch make needed repairs verify working light.	4.00000	$135.00	$540.00
Parts	20" Extended 94 lbs. Force 420N - AUST-GSS 6398UA - A	2	$24.911	$49.82
Parts	RED, MODEL 35 COMBO MARKER & CLEARANCE LED, SEALED 5 DIODE LIGHT - 35375R - A	3	$32.56	$97.68
Parts	12" CHAIN FOR CAPS - WITH EYELETS ON EACH END - CLA-ABH155 - A	1	$16.50033	$16.50
Parts	"DIESEL FUEL ONLY" SIZE C, BLACK ON SILVER, VERBIAGE ONLY - IC-30-01-0362 - A	1	$1.8125	$1.81
Parts	BEZEL, SIZE C, CHROME - IC-3000255-00 - A	1	$3.9875	$3.99
			Subtotal	$709.80
Complaint: AIR LEAK **Cause:** INSPECT UNIT. SOAPY WATER TEST AIR SYSTEM. FOUND LEAKING PRESSURE PROTECTION VALVE. (Inspection)				
Labor	**Correction:** Chassis / Air Brake / ORDERED PARTS. TRAVEL TO VENDRO TO PICK UP NEW FITTINGS. REMOVE AND REPLACE PRESSURE PROTECTION VALVE. REPLACE FITTINGS ON VALVE. FOUND ADDITIONAL AIR LEAKS AT KUSSMAUL AUXILARY COMPRESSOR. REPLACE KUSSMAUL CHECK VALVE (CUSTOMER SUPPLIED PART) AND PRESSURE SWITCH THAT WAS LEAKING AT DIAPHRAGM.	2.00000	$135.00	$270.00
Parts	PRESSURE PROTECTION VALVE 65 PSI - SUT-10072728 - A	1	$23.49126	$23.49
			Subtotal	$293.49
Complaint: CHECK ENGINE LIGHT				

Item	Description	Quantity	Rate	Amount
Cause: CONNECT CUMMINS INSITE & SCAN UNIT. FOUND TROUBLECODES FOR DEF HEAD FAULT. (Inspection)				
Labor	**Correction:** Engine / Electrical / DIAGNOSE FAULT CODES. FOLLOWED CUMMINS TSB. DOWNLOAD NEW CALIBRATION TO ESM & DISABLE DEF HEAD WIRING HARNESS - NO DEF HEAD PARTS AVAILABLE. UPON DEF HEAD ARRIVAL, INSTALL NEW UPDATED COMPONENT AND REMAKE ELECTRICAL CONNECTIONS. REINSTALL ORIGINAL CALIBRATION TO ECM. FUNCTION TEST - OK. NO CODES PRESENT.	3.00000	$135.00	$405.00
Parts	6.2 CALIBRATION FLEET COUNT REG. - CUM-3886396 - A	2	$105.00	$210.00
Parts	KIT, 2017 ERRECINQUE DEF TANK/HEAD UNIT, CAP AND VENT TUBE - SUT-10117850 - A	1	$884.48	$884.48
Parts	SHIPPING; SUTPHEN - SFEV-MISC - A	1	$26.81	$26.81
			Subtotal	$1,526.29
Complaint: KUSSMAUL COMPRESSOR CYCLING CONSTANTLY				
Cause: INSPECT UNIT. FOUND PRESSURE SWITCH LEAKING AT AUXILARY AIR COMPRESSOR. (Inspection)				
Labor	**Correction:** Chassis / Air Brake / KUSSMAUL COMPRESSOR CONSTANTLY CYCLING. REMOVE ACCESS PANEL & INSPECTED AND FOUND PRESSURE SWITCH LEAKING. REMOVE MOUNTING PANEL. REMOVE PRESSURE SWITCH & RESEALED PRESSURE SWITCH. REINSTALL COMPRESSOR & CONNECT SHORELINE ELECTRICAL. FUNCTION TEST FOR PROPER OPERATION & INSPECT FOR LEAKS - OK	1.78000	$135.00	$240.30
			Subtotal	$240.30
Complaint: BREATHING AIR WARNING ALARM GOING OFF				
Cause: INSPECT UNIT. FOUND FAULTY PRESSURE SWITCH AT BREATING AIR CYLINDER REGULATOR ASSEMBLY. (Inspection)				
Labor	**Correction:** Aerial / General / INSPECTED UNIT - FOUND BREATHING ALARM GOING OFF - BOTTLE AND REGULATOR CHECKED - LEAK FOUND IN PRESSURE SWITCH - SWITCH ORDERED AND REPLACED - TESTED AND VERIFIED FOR PROPER OPERATION	0.88000	$135.00	$118.80
Parts	BARKSDALE PRESSURE SWITCH - SUT-10034644 - A	1	$271.47456	$271.47
Parts	1ZY046700345760342; SHIPPING - SFEV-MISC - A	1	$25.21	$25.21
			Subtotal	$415.48
Complaint: AUTO-EJECT INOPERATIVE				
Cause: no signal supplied (Inspection)				
Labor	**Correction:** Body and Cab / Electrical / AUTO-EJECT INOPERATIVE- checked ground.ok. checked signal power. failed. identified signal wire as #137. traced 137 through cab to underneath. traced to front channel of truck. traced through front channel. traced to connector #20. found connector not seated correctly. disconnected connector and inspected pins. ok. reconnected and test. test ok. replaced access panels.	2.50000	$135.00	$337.50
Parts	20 AMP, SUPER AUTO EJECT ONLY, NO COVER - KUS-091-55-20-120 - A	1	$389.10778	$389.11
			Subtotal	$726.61
Complaint: CHECK BATTERIES AND CHARGER				
Cause: Perform visual check on all batteries, perform load check on batteries, batteries failed load test, batteries were hot to the touch, Remove all batteries inspect all cables and connections, install new batteries reconnect all cables and cover. start truck check charging at 14.17 volts. **Type:** Scheduled repair (Inspection)				
Labor	**Correction:** Body and Cab / Electrical / Perform visual inspection on all batteries ,Perform load check on batteries, batteries failed load test, Remove all batteries inspect all cables and connections. Install new batteries reconnect all cables and cover. start truck check charging at 14.17 volts. batteries were hot to touch during testing.	0.00000		$0.00

Item	Description	Quantity	Rate	Amount
Parts	1131MF GROUP 31 SERIES BATTERY, PALM JCI 950/18 - 800 31S-1100 - A	4	$181.25	$725.00
			Subtotal	$725.00
	Complaint: Drivers front door warning light NOT working when door is open. DOT			
	Cause: Ground wire was disconnected prior to arrival at SFEV. **Type:** Scheduled repair (Inspection)			
Labor	**Correction:** Body and Cab / Electrical / Verify light not working, remove door covers inspect wires, check for power to light, check electrical circuit trace wires found ground wire unplugged, attach wire to ground wire verify light works. install all panels that were removed. recheck light is working as intended.	0.00000		$0.00
			Subtotal	$0.00
	Complaint: R1 compartment light working intermittently, Strut for door weak.			
	Cause: strut has bad seal/ switch was coming apart. **Type:** Scheduled repair (Inspection)			
Labor	**Correction:** Body and Cab / Electrical / Remove strut, strut had bad seal/ Remove compartment switch, switch was coming apart install new strut and compartment switch. Verify both strut and switch are working as intended.	0.00000		$0.00
Parts	Gas Spring: 8mm-Rod, 19mm-Tube, 4.25-Stroke, Metal Ends 10mm, 20 lbs.-Force, 12.09 Extended. - AUST-GSS 6554UD - A	1	$19.83599	$19.84
Parts	SWITCH, DOOR CAB AND COMPARTMENT - SUT-10033320 - A	2	$8.78368	$17.57
			Subtotal	$37.41
	Complaint: SIREN BRAKE INOP			
	Cause: found switch sticking at solenoid **Type:** Scheduled repair (Inspection)			
Labor	**Correction:** Body and Cab / Electrical / Verify siren brake hot working test power to solenoid, solenoid not working replacement of siren brake. Replace siren brake verify brake is working.	0.00000		$0.00
Parts	SIREN BRAKE ASSEMBLY Q SIREN - FED-Z8280B003J-02 - A	1	$261.00522	$261.01
			Subtotal	$261.01
	Complaint: PASS SIDE OUTRIGGER DOOR LED WEAK			
	Cause: burnt out LED. **Type:** Scheduled repair (Inspection)			
Labor	**Correction:** Body and Cab / Electrical / Verify burnt out LED/ replacement of light is recommend. Replaced LED light right side out rigger verify light is working. ok at this time.	0.00000		$0.00
Parts	RED, LAMP, LED MODEL 21 - 21275R - A	1	$35.6845	$35.68
			Subtotal	$35.68
	PM: [A] PM Service			
	Cause: Customer request (PM)			
Labor	**Correction:** Chassis / Chassis / All Systems Maintenance Inspection & Chassis Lube	10.00000	$135.00	$1,350.00
Parts	AIR FILTER - CUM-AF55014 - A	1	$158.3015	$158.30
Parts	CRANK CASE BREATHER - CUM-CV50626-MF - A	1	$118.854	$118.85
Parts	PRIMARY FUEL FILTER - CUM-FF5776 - A	1	$87.2185	$87.22
Parts	FUEL STRAINER - CUM-FS19763 - A	1	$39.68	$39.68
Parts	LUBE FILTER - CUM-LF14000-NN - A	1	$75.8415	$75.84

Item	Description	Quantity	Rate	Amount
Parts	WATER/COOLANT FILTER - CUM-WF2127 - A	1	$60.60	$60.60
Parts	BALDWIN POWER STEERING FILTER - P528 - A	1	$32.99	$32.99
Parts	AIR DRYER - CUM-AD27750-MX - A	1	$93.42	$93.42
			Subtotal	$2,016.90
PM: Ladder Service SP95/SPH				
Cause: Customer request (PM)				
Labor	**Correction:** Aerial / General / Annual ladder service	14.00000	$135.00	$1,890.00
Parts	10 MICRON FILTER ELEMENT - HP1351A10ANP01 - A	1	$96.56835	$96.57
Parts	HYDRAULIC FILTER - MF1801A10HB - A	1	$169.82763	$169.83
			Subtotal	$2,156.40
Complaint: PRESSURE WASH LADDER DOT				
Cause: LADDER SERVICE **Type:** Scheduled repair (Inspection)				
Labor	**Correction:** Aerial / Aerial Structure / pressure washed ladder. pressure washer started having issues. removed excessive grease from ladder	8.00000	$135.00	$1,080.00
			Subtotal	$1,080.00
Complaint: STOW CRADLE ON AERIAL BASE SECTION BENT.				
Cause: (Inspection)				
Labor	**Recommended Correction:** Aerial / General / STOW CRADLE ON AERIAL BASE SECTION BENT.	2.50000	$135.00	$337.50
Parts	BRACKET ASSY, BOOM CRADLE - SUT-10038584 - A	1	$1,255.04	$1,255.04
Parts	EST GROUND-IN STOCK AT SUTPHEN OHIO (SQ10014185) - SHIPPING - A	1	$0.00	$0.00
			Subtotal	$1,592.54
Complaint: Missing slide material on section closest to platform on outside DOT				
Cause: Slide material delaminated **Type:** Other (Procedure)				
Labor	**Recommended Correction:** Aerial / General / Replace missing section of slide material	2.50000	$135.00	$337.50
			Subtotal	$337.50
Complaint: coolant leak at bypass tubes DOT				
Cause: o-ring failure **Type:** Unscheduled repair (Procedure)				
Labor	**Recommended Correction:** Engine / Cooling / Drain coolant, remove coolant outlet connection, remove and discard O-ring seal. remove lower coolant outlet pipe. Remove and discard 2 O-ring seals. Remove EGR cooler inlet pipe. Remove and discard 2 O-ring seals. Install new O-ring seals and reinstall all parts removed to perform repairs. Reconnect all pipes, tubes and hoses. verify torque and prep to refill coolant.	6.25000	$135.00	$843.75
Parts	O'RING SEAL - CUM-3035026 - A	2	$3.689	$7.38
Parts	THERMOSTAT - CUM-4318947 - A	1	$94.1625	$94.16
Parts	THERMOSTAT GASKET - CUM-3101054 - A	1	$41.1525	$41.15
Parts	O'RING SEAL - CUM-3081695 - A	1	$4.8825	$4.88
Parts	O'RING SEAL - CUM-3049221 - A	2	$3.038	$6.08

Item	Description	Quantity	Rate	Amount
			Subtotal	$997.40
Complaint: surge tank mounting bushings worn out 30 DAYS				
Cause: failure **Type:** Unscheduled repair (Procedure)				
Labor	**Recommended Correction:** Engine / Cooling / replace worn bushings	1.50000	$135.00	$202.50
Parts	LARGE BUSHING - RADIATOR - SUT-10048749 - A	3	$4.00369	$12.01
			Subtotal	$214.51
Complaint: siren inop. DOT				
Cause: switches intermitten **Type:** Unscheduled repair (Procedure)				
Labor	**Recommended Correction:** Body and Cab / Electrical / remove and replace toggle switches	2.00000	$135.00	$270.00
Parts	6 pole non lighted toggle switch	2	$0.00	$0.00
			Subtotal	$270.00
Complaint: officer's seat belt torn. check alignment of rear belts OOS				
Cause: trapped in door. **Type:** Unscheduled repair (Procedure)				
Labor	**Recommended Correction:** Body and Cab / General / replace damaged seat belt. correct rear belt	1.50000	$135.00	$202.50
Parts	SEAT BELT ASSY 2018-PRESENT - HOB-8905-1018GY - A	1	$344.87201	$344.87
			Subtotal	$547.37
Complaint: officer's side front and rear cab lights inop DOT				
Cause: door switch **Type:** Unscheduled repair (Procedure)				
Labor	**Recommended Correction:** Body and Cab / Electrical / door switches inop	1.50000	$135.00	$202.50
Parts	SWITCH, DOOR CAB AND COMPARTMENT - SUT-10033320 - A	2	$8.78368	$17.57
			Subtotal	$220.07
Complaint: rear brake service OOS				
Cause: wear stripe showing in one chamber and shoes below spec, both rear axles **Type:** Unscheduled repair (Procedure)				
Labor	**Recommended Correction:** Chassis / Air Brake / replace brakes	16.00000	$135.00	$2,160.00
Parts	WEBB BRAKE DRUMS, 16.50 X 7.00 - 66661B - A	4	$966.56	$3,866.24
Parts	OIL BATH WHEEL HUB SEAL A1205R2410 - 380003A - A	4	$72.79	$291.16
Parts	BRAKE SHOE KIT-HARDWARE INCLUDED - KSMA26014515PC - A	4	$2,085.56	$8,342.24
Parts	BRAKE CHAMBERS - GC3036 - A	4	$441.19	$1,764.76
Parts	REAR SLACK ADJUSTERS - A713275S1059 - A	4	$290.7105	$1,162.84
			Subtotal	$17,587.24
Complaint: needs front brakes pads and rotor OOS				
Cause: wear **Type:** Unscheduled repair (Inspection)				
Labor	**Recommended Correction:** Chassis / Air Brake / needs front brakes pads and rotor	8.00000	$135.00	$1,080.00
Parts	FRONT BRAKE ROTOR - 23-123642-015 - A	2	$1,106.59	$2,213.18

Item	Description	Quantity	Rate	Amount
Parts	FRONT WHEEL SEAL - 370048A - A	2	$82.99	$165.98
Parts	FRONT BRAKE PAD SET KIT - KIT2252H2CG - A	1	$855.19	$855.19
Parts	HUB CAP COVER KIT WITH GASKET - 3704009 - A	2	$22.6055	$45.21
			Subtotal	$4,359.56
Complaint: pto class 3 leak DOT				
Cause: leak coming from hose or o-ring **Type:** Unscheduled repair (Inspection)				
Labor	**Recommended Correction:** Aerial / Hydraulic / replace hoses and o rings	1.50000	$135.00	$202.50
Parts	boss o-ring	2	$0.00	$0.00
Parts	#4 hydraulic hose assy	2	$0.00	$0.00
			Subtotal	$202.50
Complaint: drivers side 2nd horizontal slam door door light inop CHECK				
Cause: door switch inop **Type:** Unscheduled repair (Inspection)				
Labor	**Recommended Correction:** Body and Cab / Electrical / drivers side 2nd horizontal slam door door light inop	1.00000	$135.00	$135.00
Parts	SWITCH, DOOR CAB AND COMPARTMENT - SUT-10033320 - A	1	$8.78368	$8.78
			Subtotal	$143.78
Complaint: breather hose hardened				
Cause: time (Inspection)				
Labor	**Recommended Correction:** Engine / Top End / breather hose hardened/brittle and leaking at rocker cover,	2.00000	$135.00	$270.00
Parts	MOLDED HOSE - CUM-2870059 - A	1	$58.1405	$58.14
Parts	#12 WORM DRIVE HOSE CLAMP - 5051212 - A	2	$1.0005	$2.00
			Subtotal	$330.14
Complaint: 3 of 4 doors dont lock				
Cause: possible adjustment issue (Inspection)				
Labor	**Recommended Correction:** Body and Cab / General / 3 of 4 doors dont lock	4.00000	$135.00	$540.00
			Subtotal	$540.00
Complaint: officers' door lower seal falling off				
Cause: adhesive failure (Inspection)				
Labor	**Recommended Correction:** Body and Cab / General / officers' door lower seal falling off	0.25000	$135.00	$33.75
Parts	SEAL, POUND ON BUBBLE RUBBER - SUT-10023767 - A	3	$4.85849	$14.58
			Subtotal	$48.33
Complaint: needs updated coolant sensor in surge tank				
Cause: old sensor fail. update before failure (Inspection)				
Labor	**Recommended Correction:** Engine / Cooling / needs updated coolant sensor in surge tank	0.25000	$135.00	$33.75
Parts	SENSOR Low Coolant ISL 2007 - SUT-10023928 - A	1	$59.89328	$59.89

Item	Description	Quantity	Rate	Amount
			Subtotal	$93.64
Complaint: moisture in rear white lights				
Cause: bad seal (Inspection)				
Labor	**Recommended Correction:** Body and Cab / Electrical / moisture in rear white lights	2.00000	$135.00	$270.00
Parts	WHITE LED CLEAR LENS REVERSE LIGHT -DOUBLE CHECK- - WHE-604BU - A	2	$171.00342	$342.01
			Subtotal	$612.01
Complaint: drivers side rear scene light has moisture				
Cause: bad seal (Inspection)				
Labor	**Recommended Correction:** Body and Cab / Electrical / drivers side rear scene light has moisture	1.00000	$135.00	$135.00
Parts	M9 V-SERIES LIGHT RED/CLEAR -MUST ORDER FROM VENDOR- - WHE-M9V2RC - A	1	$1,074.02148	$1,074.02
			Subtotal	$1,209.02
Complaint: gear box oil contaminated 30 DAYS				
Cause: bad seal **Type:** Unscheduled repair (Inspection)				
Labor	**Recommended Correction:** Fire Pump / Transfer Case / gear box oil contaminated. drained oil and found milky. need to verify cause. inspect drip rate, inspect slinger, to determine cause and repair needed	8.00000	$135.00	$1,080.00
Parts	hale packing kit	1	$0.00	$0.00
			Subtotal	$1,080.00
Drive to unit				
Labor	Drive to unit (Service Call)	2.00000	$105.00	$210.00
			Subtotal	$210.00
	DIESEL FUEL 27.783 X 4.49 PER GALLON	1.00	$125.00	$125.00
	Shop Supplies			$0.00

Unit: HS-5967 SPH100 (T50) **VIN:** 1S9A3JNE8H1003036
Fleet #: 11884
2017 Sutphen SPH-100
In Service Date: 12:00AM 5/9/2017
Aerial: 70.90 Hours
Chassis: 31,775 Miles
Engine: 3,320 Hours
Fire Pump: 59.20 Hours

Labor	$27,771.60
Parts	$55,169.31
DIESEL FUEL 27.783 X 4.49 PER GALLON	$125.00
Subtotal	$83,065.91
Exempt (0% of $0.00)	$0.00
Total	$83,065.91

***: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.**

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF FISCAL YEAR 2023/24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG-D) IN THE AMOUNT OF $5,031 TO BE UTILIZED FOR THE PROCUREMENT OF LEVEL IIIA BALLISTIC VESTS TO INCLUDE TRAUMA PLATES AND CONCEALABLE CARRIERS FOR NEW SMYRNA BEACH POLICE OFFICERS.

November 14, 2023

Background:

Apprehending subjects without a significant level of harm to the officer or subject is a major goal for the New Smyrna Beach Police Department (NSBPD). Our officers are equipped with bullet resistant, ballistic vests that protect the officer's vital organs; many of these vests currently in use are coming close to their expiration date. A ballistic vest that has aged beyond its expiration date creates an overall safety concern for the protection of our officers in the performance of their duties. In previous years, we have used the grant funds to equip the NSBPD with new bullet resistant ballistic vests. These vests have and will enhance officer safety and mitigate the risk of significant injury or loss of life; also, these vests include plates and carriers for inside the vest itself. The NSBPD does not have sufficient funds budgeted for this expenditure and requires grant funds to cover the cost.

Findings:

The City of New Smyrna Beach will use JAG funds to purchase ballistic vests. Ballistic protection worn by officers has proven to save their lives and is a necessary article of personal protective equipment. The body armor in these selected ballistic vests exceed Threat Level IIA as classified by the National Institute of Justice, as officers are subject to occupational hazards that include gunfire/ballistic threats.

Fiscal Analysis:

This grant is a cost reimbursement agreement. In compliance with U.S. Department of Justice (USDOJ), Edward Byrne Memorial Justice Assistance Grant (JAG), Federal Award Number: 15PBJA-22-GG-00656-MUMU, the City of New Smyrna Beach Police Department is requesting approval to utilize the Fiscal Year 2023/2024 funds in the amount of $5,031.00 to procure four (4) IIIA vest with plates and carriers.

Strategic Plan Item:
No

Staff Report Created By: Rick Ramirez

Attachments:

R7050 Federal Award - Agreement.pdf

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of New Smyrna Beach

Recipient SAM UEI: PK4MA4NU92L5

Award Number: R7050

Award Period: 10/01/2023 – 09/30/2024

Award Title: D-R7050: BALLISTIC VESTS

Federal Funds: $5,031.00

Matching Funds: $0.00

Total Funds: $5,031.00

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of New Smyrna Beach (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department’s grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state’s Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7050
Award Title: D-R7050: BALLISTIC VESTS
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
City of New Smyrna Beach

Signature: _____

Typed Name and Title: Fred Cleveland, Mayor

Date: _____

***** If using a designee, sign in the "Chief Official Designee" section below. *****

Chief Official Designee (optional)
City of New Smyrna Beach

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7050
Recipient:	City of New Smyrna Beach
Award Title:	D-R7050: BALLISTIC VESTS
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

Apprehending subjects without a significant level of harm to the officer or subject is a major goal for the New Smyrna Beach Police Department (NSBPD). Our officers are equipped with bullet resistant, ballistic vests that protect the officer's vital organs; many of these vests currently in use are coming close to their expiration date. A ballistic vest that has aged beyond its expiration date creates an overall safety concern for the protection of our officers in the performance of their duties. In previous years, we have used the grant funds to equip the NSBPD with new bullet resistant ballistic vests. These vests have and will enhance officer safety and mitigate the risk of serious injury or loss of life; also, these vests include plates and carriers for inside the vest itself. Officers risk their lives on a daily basis, and they need to be able to know that they are being protected by the best equipment possible. If officers do not have full confidence in their equipment, it can hinder their ability perform at peak level. The NSBPD does not have sufficient funds budgeted for this expenditure and requires grant funds to cover the cost.

Scope of Work

The City of New Smyrna Beach will use JAG funds to purchase ballistic vests. In the course of their duties, police officers may be subject to sudden assault and attack. Ballistic protection worn by officers has been shown to save their lives and is a necessary article of personal protective equipment. The body armor in these selected ballistic vests exceed Threat Level IIA as classified by the National Institute of Justice, as officers are subject to occupational hazards that include gunfire/ballistic threats. These vests are American made and meet the "uniquely fitted vest" grant mandate as they provide coverage through a combination of correctly sized panels and carriers (via measurement), as well as properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

Appendix B - Deliverables

Award Number:	R7050
Recipient:	City of New Smyrna Beach
Award Title:	D-R7050: BALLISTIC VESTS
Award Period:	10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure IIIA vest with plates and carriers.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $5,031.00

Appendix C - Approved Budget

Award Number:	R7050		
Recipient:	City of New Smyrna Beach		
Award Title:	D-R7050: BALLISTIC VESTS		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	$5,031.00	$0.00	$5,031.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
IIIA Vest with Plates and Carriers	Four (4) Ballistic Vests @ $1,257.75 Includes trauma plate and concealable carrier	$5,031.00	$0.00	$5,031.00
			D. Equipment Subtotal:	**$5,031.00**

Appendix D: Award Contacts

Award Number:	R7050
Recipient:	City of New Smyrna Beach
Award Title:	D-R7050: BALLISTIC VESTS
Award Period:	10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Ruth Willems
Title: Administrative Specialist II
Address: 246 Industrial Park Ave
New Smyrna Beach, FL 32168
Phone: 386-424-2252
Email: rwillems@cityofnsb.com

Recipient Chief Official (CO)

Name: Fred Cleveland
Title: Mayor
Address: 210 Sams Avenue
New Smyrna Beach, FL 32168
Phone: 386-424-2112
Email: fcleveland@cityofnsb.com

Recipient Chief Financial Officer (CFO)

Name: Natalia Eckroth
Title: Finance Director
Address: 210 Sams Avenue
New Smyrna Beach, FL
Phone: 386-410-2651
Email: neckroth@cityofnsb.com

Recipient Additional Point of Contact (POC)

Name: Sandy Nawrot
Title: Fiscal Analyst I
Phone: 386-410-2656
Email: snawrot@cityofnsb.com

Appendix E: Special Conditions

Award Number:	R7050
Recipient:	City of New Smyrna Beach
Award Title:	D-R7050: BALLISTIC VESTS
Award Period:	10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001	This award request funds to for the purchase of body armor vests. In accordance with JAG program requirements, body armor may be purchased at any threat level, make, or model, from any distributor or manufacturer provided the following requirements are met: (1) the vests have been tested and comply with the most current National Institute of Justice (NIJ) Compliant Products List as of the date the armor was ordered; (2) be made in the United States; and (3) be “uniquely fitted” and conform to the individual wearer to provide the best possible fit and coverage. The Recipient shall maintain documentation of compliance with this condition and provide it to the Office of Criminal Justice Grants at monitoring.
S0002	A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal

purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs mean those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to

match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting -** The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application 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 governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 **Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 **State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 **Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 **"Pay–to–Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 **The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 **Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 **Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 **Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 **Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 **Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 **General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 **For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 **Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 **Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 **Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other

Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 **Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 **Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/Grants/Contacts.

11.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 **Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period

end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting -** The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records -** The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout -** Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients -** If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified ass Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and

fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period.

This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. *§* 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient

agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 **Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA

Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must 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 (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

21.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

22.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

24.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER A REQUEST TO ACCEPT THE 2023-2024, VICTIMS OF CRIME GRANT (VOCA) IN THE AMOUNT OF $51,770.

November 14, 2023

Background:

For over 20 years, the New Smyrna Beach Police Department's Office of Victim Advocates has provided invaluable services to our population that have been the victim of a crime, domestic violence and citizens suffering from mental health issues. Our Victim Advocates are available 24 hours a day, seven days a week, to respond to victims who are experiencing one of the most challenging times in their life and in addition, they contact every victim of a crime committed in New Smyrna Beach on a daily basis in an effort to offer services or answer questions. Victim Advocates provide resources, guidance, comfort, and support. The Office of Victim Advocate has a strong relationship with the community, criminal justice professionals and non-profit agencies. Victim Advocates attend meetings with the local community, Homeless Coalition, County-Wide Substance Abuse group, and Human Trafficking Task Force. They participate in monthly meetings with a county-wide group that can help provide necessary resources as well as partner with local community agencies to provide the best services available for victims. The goal of the New Smyrna Beach Police Department Victim Advocacy Program is to bring the best services to the people of our city.

Findings:

The NSBPD was awarded $93,962 for the 2022-2023 fiscal year for the VOCA program. Out of this amount, only $65,566 was received. For the 2023-2024 VOCA grant period, the NSBPD's funds was reduced to $51,770. According to the State of Florida, Attorney General's Office (AGO), the VOCA Program projected the reduction of grants from $143 million to $106 million. The grant will then be reduced to $66 million the following year. VOCA projects that for 2025-2026, the VOCA grant levels will once again increase.

Fiscal Analysis:

The New Smyrna Beach Police Department (NSBPD) was awarded a 2023-2024, Victims

of Crime Grant (VOCA) in the total amount of $51,770. This grant supports two full-time Victim Advocate positions, enhancing services by the Police Department to Victims of Crime throughout the City.

The total projected salary and benefit funds for the two (2) Victim Advocates required for FY2023-2024 are $152,004.51. With the VOCA grant reduced to $51,770, the police department will be responsible for $101,004.51 in salaries. It is anticipated that the police department will be able to cover the deficiency with unspent salary dollars in this year's budget. The police department is not asking for additional funding at this time.

Strategic Plan Item:

No

Staff Report Created By: Rick Ramirez

Attachments:

OAG Grant Award Project Summary.pdf

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Executive Staff

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-2564
http://www.myfloridalegal.com

August 28, 2023

Mr. Eric Feldman, Chief of Police
New Smyrna Beach Police Department
246 Industrial Park Avenue
New Smyrna Beach, Florida 32168-5904

Dear Chief Feldman:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that New Smyrna Beach Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2023-2024 funding cycle in the amount of $51,770.00.

Most recipients of VOCA grants unfortunately are receiving less for the 2023-2024 funding cycle versus the 2022-2023 funding cycle. This reduction reflects the reduced amount of funding the State of Florida received from the U.S. Department of Justice (DOJ), Office for Victims of Crime. The amount received by the State of Florida significantly decreased, which in turn results in less funding available to allocate to agencies throughout the state. We did not calculate your award for this coming funding cycle based on the amount that your organization had previously been awarded. Instead, we calculated the amount of the award to your organization this cycle based on a projection of the amount that you would spend during the 2022-2023 VOCA grant cycle. We believe that calculating the award based on projected spend instead of amount of prior awards will do less harm to your and other grant recipients' operations. Again, with limited exception, every grantee is having the same percentage cut from the amount that they are currently projected to spend.

We also wanted to make you aware that DOJ has projected that there will be substantial reductions in subsequent year awards from the DOJ. These additional, substantial reductions will require the Office of Attorney General to reduce future year grant awards. Therefore, the Office of the Attorney General strongly encourages all VOCA award subgrantees to attempt to secure funding from other sources, if your organization anticipates the program will continue beyond the date of this award.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com with any questions about this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

John M. Guard
Chief Deputy Attorney General

JMG/rs

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2023-2024**

Subrecipient Name and Address New Smyrna Beach Police Department 246 Industrial Park Avenue New Smyrna Beach, Florida 32168-5904	OAG Grant Number VOCA-C-2023-New Smyrna Beach Police Departme-00119	
Subrecipient DUNS Number 06-480-2762	Project Period: From 10/1/2023 To 9/30/2024	
Subrecipient IRS/Vendor/FEIN Number 59-6000387	Budget Period: From 10/1/2023 To 9/30/2024	
Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula	Award Date 10/01/2023	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $51,770.00	Total Award $51,770.00

Special Conditions
The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.

Catalog of Domestic Federal Assistance (CFDA Number)
16.575 - Crime Victim Assistance

Summary Description of Project
This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.

Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2020-2021: From 10/1/2019 to 9/30/2024 2021-2022: From 10/1/2020 to 9/30/2024
OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021	OVC Total Award to OAG $106,717,018 $66,670,292
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380
Signature, OAG Authorizing Official, Date Aug 28, 2023	Signature, Agency Executive Director, Date

FY 2023/2024
(Grant Period October 1, 2023, through September 30, 2024)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

New Smyrna Beach Police Department

GRANT NO: VOCA-C-2023-New Smyrna Beach Police Departme-00119

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the New Smyrna Beach Police Department, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2023/2024 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2023/2024 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2023, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2024. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with

the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the

OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $51,770.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice

for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 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. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliates, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will

result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days

written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs,

Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2023-2024 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2023. The training modules are available at http://ojp.gov/about/ocr/assistance.htm. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2023-New Smyrna Beach Police Departme-00119 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (New Smyrna Beach Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications,

websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The New Smyrna Beach Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/ to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2023-2024 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and New Smyrna Beach Police Department, have executed this agreement.

	Jon Dunn
Authorizing Official	OAG Authorizing Official
	John Guard
Print Name	Print Name
	Aug 28, 2023
Date	Date
Authorizing Official*	
Print Name	
Date	
Authorizing Official*	
Print Name	
Date	
FEID# of Provider	
Flair Code	

* Provided for use if multiple signatures are required by your organization.

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF CONTRACTING WITH T2 SYSTEMS FOR A TEXT TO PAY OPTION FOR PAID PARKING AREAS.

November 14, 2023

Background:

The city currently uses physical parking kiosks for motorists to use to pay for parking services. A Text to Pay service is a convenient and efficient way for motorists to pay for parking using their mobile phones and text messaging services. The technology has become increasingly popular in recent years, as it streamlines the payment process and reduces the need for traditional parking meters or kiosks. Text to Pay services offers numerous advantages for the user and parking provider. The service is straightforward to use, with payments being processed quickly so there is no need to wait in line or find a parking kiosk. Maintenance costs are significantly reduced as there is no need for physical kiosks. No app to download or account to create. As an example of the service, one would simply scan a QR code or text "New Smyrna" to 25023 which then prompts you to enter your license plate and select the payment amount. Enter a credit card and make a payment. Once a credit card is entered it can be saved for future use. You can even return to the screen if more time is needed.

Findings:

The city currently has a contract with T2 Systems which provides the parking kiosks installed throughout the city. T2 Systems offers a compatible text-to-pay service that does not require the need for a physical kiosk. The contract for this service is the same as what we currently hold with T2 Systems for their kiosks. T2 Systems has a monthly fee of $83.00 per month which they are waiving since we have physical kiosks installed. The invoice for service is based on monthly transactions and is set at $0.39 per transaction. This fee can be passed onto the consumer leaving no cost to the city. As of this calendar year, the kiosks are averaging 380 transactions per month. There is no minimum transaction number.

Fiscal Analysis:

The cost for the Text to Pay service is based on the number of transactions through the service. Year to date the parking kiosks are averaging 380 transactions per month. Based on 100% usage of the service the average cost per month would be approximately $148.20. This fee can also be passed on to the customer which results in no cost to the city. If the city does not opt to pass on the fee funding is available in the Parking Fund in Other Contractual Services - 11554501.534099.

Strategic Plan Item:

No

Staff Report Created By: Jason Reve - Police Captain

Attachments:

23-09-05 Q-37067 Parker (New Smyrna) - T2 Mobile Pay.pdf
Pay-Station-Terms-Conditions-of-Sale.pdf
T2-Master-Agr.-with-IRIS-Addendum-Online-Oct.-5-2022.pdf

T2 Systems - Confidential Quotation

For:	City of New Smyrna Beach
Quote ID:	Q-37067
Date Issued:	9/5/2023
Expires:	12/4/2023

Bill To:
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, Florida 32168
United States

Ship To:
City of New Smyrna Beach
246 Industrial Park Rd
New Smyrna Beach, FL 32168
United States

Prepared By:
Brande Christensen

Jack Dwyer
(386)424-2231
jdwyer@cityofnsb.com
EIN: 59-6000387

Prepared For:
Lynda Harrington

Subscriptions

Product Code	Product Name	Quantity	Sales Price	Total
100.3221	T2 MobilePay Gateway	0.00	USD 0.12	USD 0.00
INVOICED BASED ON MONTHLY TRANSACTION VOLUME Gateway billed at $0.12 per transaction using (to confirm with customer) Example: 1,000 monthly transactions processed. Billing would be 1,000 x $0.12 = $120				
100.3212	T2 MobilePay Base Subscription	1.00	USD 0.00	USD 0.00
Waiving Monthly Subscription Cost - approved by Brande Subscription includes 100 system wide transactions and 200 system wide public messages per month				
100.3231	T2 MobilePay Transaction Fee Tier 4 - Pay as you go	0.00	USD 0.27	USD 0.00
INVOICED BASED ON MONTHLY TRANSACTION VOLUME Gateway billed at $0.27 for any transaction over the 100 subscribed monthly total Example: 1,000 monthly transactions processed. Billing would be 900 x $0.27 = $243				
			TOTAL:	USD 0.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.3217	T2 MobilePay Implementation	1.00	USD 0.00	USD 0.00
Profile set up of T2 Mobile Pay. 1 profile required per bank account. Includes five (5) 10x18 Dibond signs, additional signs can be ordered at any time. Iris Profile: New Smyrna Beach				
			TOTAL:	USD 0.00

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.0640	T2 MobilePay 5 10x18 signs included with implementation - Option 2	1.00	USD 0.00	USD 0.00

Product Code	Product Name	Quantity	Sales Price	Total
Five (5) 10x18 Dibond signs included with implementation at no additional cost				

TOTAL: USD 0.00

Other

Product Code	Product Name	Quantity	Sales Price	Total
***	Comment	1.00	USD 0.00	USD 0.00
Customizable convenience fee - the customer can set a zone specific convience fee to pass on to the parker and keep 100% This fee can be used to offset the monthly charges of T2 Mobile Pay, T2 does not take any convenience fee revenue				
***	Comment	1.00	USD 0.00	USD 0.00
Customer to provide one (1) month of notice if they would like to cancel ___ Additional pricing available upon request for Transaction Bundles, Validations, Ad Impressions, Signage and Pay Station Decals.				

TOTAL: USD 0.00

Net Total: USD 0.00

Tax Amount: USD 0.00
Tax Comments: N/A

Total: USD 0.00

Additional Information:
Freight Term: FOB-VEND-PP
Payment Terms: N30
IRIS Profile: New Smyrna Beach
End User: City of New Smyrna Beach
GP Customer Number: 2475

Billing Terms

Software subscriptions are invoiced upon Activation.

Terms and Conditions for Digital Iris services are available at:
http://www.t2systems.com/terms-conditions

Upon shipping, 100% of order will be invoiced, with the exceptions of (if applicable):

- Software subscriptions, as outlined above;
- Upon provision, 100% of services, training and/or installation will be invoiced.

As indicated on quote - Shipping costs are to be determined at time of shipment, are estimates only or are set amounts. Actual costs will be reflected on invoices unless set amount has been provided.

Tax rate, if applicable, will be finalized at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Purchase orders can be forwarded to purchaseorders@t2systems.com

Terms and Conditions of Sale are available at http://www.t2systems.com/terms-conditions

Project Term and Change Management

The parties anticipate that T2's Service will begin 10 business days after the dates sales order. The parties estimate that services will be complete within 120 days from start of the project. The timeline may be extended due to availability of required Equipment and Software, availability of client or T2 personnel, changes to the project scope or functional specification. in addition to schedule changes, changes in the Project may result in additional fees such as project re-engagement and/or change orders.

In the event that the scope changes, the Customer will be notified in advance and must provide written approval (via a signed Change Order) to proceed. The new scope will not proceed until the Change Order is executed.
Quote Number: Q-37067
PO Required?

IF "NO" IS SELECTED UNDER PO REQUIRED, CUSTOMER ACCEPTS RESPONSIBILITY TO PROCESS CONTRACT PAYMENT WITHOUT RECEIPT OF PURCHASE ORDER NUMBER.

Customer

_____
Signature

_____
Print Name

_____
Title

_____
Date

_____
PO #

TERMS AND CONDITIONS OF SALE
T2 SYSTEMS CANADA INC.

1. **AGREEMENT**. Whenever used herein, the term "Agreement" means these Terms and Conditions of Sale. The term "goods" includes all goods or component parts sold and services, whether manufactured by T2 or another supplier.
2. **PAYMENTS**. Unless otherwise agreed by T2 in writing, all amounts payable hereunder shall be due to T2 within thirty (30) days of invoice date. Late payments shall bear interest at the rate of 1.5% per month (18% per annum) or the highest rate permitted by law, whichever is less. All prices shown are net, and in addition to the price of goods, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing. All amounts shall be paid by the Customer to T2 without any setoff, deduction or recoupment.
3. **TAXES AND PRICING**. All prices quoted are valid for ninety (90) days and are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including, without limitation, occupation, property, excise, sales, or use taxes, but excluding any taxes based on the income of T2. The purchase price shall be subject to increase based on T2's established price at the date of actual shipment if shipment is delayed thirty (30) days or more beyond the scheduled shipment date due to a customer request.
4. **SHIPMENT**. (a) Scheduled shipment date is an estimate only. On or after the scheduled shipment date, Customer shall accept shipment upon notification by T2; or, if Customer refuses shipment, then T2 is authorized at its option to: (i) have the goods transported and warehoused at Customer's expense and risk, which shall constitute shipment to Customer, in which event T2 may declare such goods delivered and all amounts owing upon shipment, including the additional cost of such transportation and warehousing, will be due on the regular due date; (ii) declare the monthly installment payments to commence thirty (30) days from the date of such transportation and warehousing if any amounts are financed by T2; or, (iii) defer shipment. (b) T2 may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial Shipment will be deemed to be a separate sale but a delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of any remaining shipments. Should Customer dispute the content of any shipment or partial shipment, Customer will notify T2 in writing prior to the time of deemed acceptance specified in paragraph 7 of the reasons for such dispute and provide to T2 all necessary documentation to substantiate any alleged discrepancy.
5. **TITLE/RISK OF LOSS/INSURANCE**. Title in the goods shall remain with T2 until such goods have been paid for in full. However, such goods shall be entirely at Customer's risk from the time they are placed in the possession of the carrier for shipment to Customer. Customer shall ensure that the goods are insured against "all risks" from the time the goods are placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2 are paid in full. Such insurance shall be for no less than the total amount owing to T2 with loss first payable to T2. Customer shall indemnify T2 from all loss arising out of any claims, suits and demands by reason of the retention of title to the goods by T2 while the goods are at the Customer's risk. Customer authorizes T2 to file a copy of this Agreement as a financing statement.
6. **SOFTWARE**. Any software purchased hereunder will be licensed and not sold and remains the exclusive property of T2 and its suppliers.
7. **ACCEPTANCE OF GOODS**. Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the goods at the earliest of: (a) the fifteenth (15th) day after the date of shipment, unless written notice is received by T2 before such day; or, (b) the date when the goods are used or otherwise placed in commercial operation.
8. **WARRANTY**. (a) T2 warrants that title to the goods sold shall be free from any encumbrance, and that the goods will conform to the description contained on T2's invoice. (b) SUBJECT TO APPLICABLE LAW, T2 MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF T2, AND SPECIFICALLY EXCLUDES ALL LEGAL OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **CUSTOMER'S REMEDY**. T2's sole responsibility and liability and Customer's exclusive remedy under this Agreement shall be limited to the repair or replacement of goods under T2's standard warranty policy, or, at T2's option, return of the goods and refund of moneys paid thereon, without interest, provided Customer is not in default hereunder. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL T2 BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR LEGAL FEES. T2's obligation hereunder is subject to receipt of written notice of defect (containing detailed particulars of the alleged defect) from Customer prior to the time of deemed acceptance specified in paragraph 7.
10. **RETURNS**. Returned goods may be accepted within thirty (30) days of receipt by Customer only if T2 has given prior written consent. A charge for handling, inspection, restocking and invoicing of up to 25% of the sale price of the returned goods shall be assessed against the Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Goods ordered according to custom specifications may not be returned. T2 will repair or replace faulty individual component parts under warranty at no charge to Customer, provided Customer returns faulty parts to T2 within thirty (30) days of Customer's receipt of repaired or replacement parts. Customer will be responsible for all repair or replacement costs where faulty parts are not returned to T2 within the applicable timeframe

11. **DELAY OR NONPERFORMANCE**. T2 shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government whether legal or otherwise, acts of public enemies, force majeure, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or any other causes beyond T2's reasonable control, including without limitation delays or inability to obtain product because of the actions of T2's suppliers.
12. **DEFAULT**. Customer shall be in default under this Agreement if any of the following occurs: (a) Customer refuses to accept shipment or fails to make any payment when due; (b) Customer dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency, or liquidation proceedings; (c) Customer attempts to assign its rights and obligations under this Agreement without the prior written consent of T2; (d) any representation, warranty, condition, or certification of Customer or any information provided by Customer in or pursuant to this Agreement is false in any material respect when made.
13. **REMEDIES UPON DEFAULT**. In the event of Customer's default: (a) T2 may, at its option, (i) take immediate possession of the goods and remove same without notice and without legal proceedings, and/or (ii) suspend shipments to Customer; (b) Waiver by T2 of any breach or default shall not constitute a waiver of any subsequent breach or default; (c) T2 shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable by T2 in connection with any unpaid monies due to Customer; (d) T2 at its discretion and option shall be entitled to retain all money paid by Customer on account as liquidated damages; and, (e) T2 shall have all the rights and remedies provided by law in addition to all other rights as established herein, which rights and remedies shall be cumulative.
14. **CANCELLATION**. Upon receipt of written notice from Customer, T2 shall cancel any orders as instructed. Customer shall be responsible for all costs associated with the cancellation.
15. **ACCEPTANCE**. This Agreement shall be binding on Customer by its purchase of goods from T2 and may only be modified in writing, signed by T2, and each of the provisions of this Agreement shall remain in effect unless and until explicitly contradicted by the aforesaid writing. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement. Customer waives any defense to the validity or enforceability of this Agreement arising from any electronic submission of it to Customer. Customer acknowledges and agrees that it has the ability to access each URL referenced in any quote or other document delivered to it by T2.
16. **GENERAL**. T2 may assign its rights and obligations under this Agreement. Customer may not assign its obligations under this Agreement to any person without T2's prior written consent, such consent not to be unreasonably withheld. If Customer changes its corporate status, both Customer and its successors continue to be bound by this Agreement, and T2 reserves its rights and remedies on default. No prior representation, affirmation, or agreement shall be enforceable unless set forth herein.
17. **DISPUTE RESOLUTION/GOVERNING LAW**. The validity, construction and enforcement of this Agreement shall be settled by arbitration in Vancouver, British Columbia under the rules of the *American Arbitration Association* or the provisions of the *Commercial Arbitration Act of B.C*. The determination of the arbitrator(s) will be binding and the cost of arbitration will be apportioned between the parties as the arbitrator(s) deem appropriate.
18. **SEVERABILITY**. If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited, or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other party or circumstances.
19. **INTERNATIONAL**. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any goods ordered or issued under this Agreement. Each party agrees to comply with all applicable corruption of public officials and antibribery laws and regulations.

T2 Master Customer Agreement

This Master Customer Agreement (the "Agreement") is made by and between T2 Systems, Inc. ("**T2 or T2 Systems**") and _____ ("**Customer**") as of the Effective Date set forth below.

BY CLICKING THE BOX ON THIS WEBSITE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATE OR OTHER LEGAL ENTITY YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND "CUSTOMER" SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND NEITHER YOU NOR SUCH ENTITY MAY USE THE SERVICES.

1. **BACKGROUND.** The Agreement establishes the Customer's overall contractual framework and the applicable terms and conditions. Under the Agreement, Customer may acquire or license Products and procure Services by entering into an Addenda. Each Addendum may be entered into and will be executed by Customer and T2 Systems or one of its Affiliates (T2 Systems and its Affiliates collectively "T2") and each will be incorporated herein. In the event of any conflicts in the terms of the applicable Addenda and the Agreement, the terms of the Addenda shall control.

2. **DEFINITIONS.** In this Agreement:

(a) "**Addenda**" or "**Addendum**" means each document referencing this Agreement which may include a Quote or Order Form, executed by Customer and T2 Systems or one of its Affiliates under this Agreement to place orders for Products and/or Services.

(b) "**Affiliate**" means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.

(c) "**Confidential Information**" means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or "proprietary" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:

(i) all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and;

(ii) all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, Customer Data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.

(d) "**Customer Data**" means the data provided to T2 by Customer and Customer's authorized end users who access or use Software as permitted in an Addendum.

(e) "**Documentation**" means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Products and Services provided by T2 to its customers from time to time.

(f) "**Effective Date**" means the latest of the dates on which this Agreement is executed by Customer and T2 as indicated in the signature block at the end of these terms and conditions.

(g) "**Hardware**" means the T2 hardware sold and provided by T2 to Customer under an Addendum.

(h) "**Products**" means the T2 products licensed or sold by T2 to Customer under an Addendum including Software and Hardware.

(i) "**Quote**" or "**Order Form**" means the quote provided by T2 to Customer related to the ordering of Products and/or Services as set forth in the applicable Addendum. Unless otherwise stated in the Quote, each Quote is incorporated and made part of the applicable Addendum.

(j) "**Representatives**" means, in respect of a party, the directors, officers, employees, agents and contractors of such party.

(k) "**Services**" means the T2 services provided by T2 to Customer under an Addendum**.**

(l) "**Software**" means the T2 Software access to which is licensed by T2 to Customer under an Addendum.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

3. **TERM**. This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

4. **FEES AND PAYMENT**.

(a) Customer agrees to pay to T2 the fees plus all applicable taxes as set forth in the applicable Addendum.

(b) All fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "**Taxes**"). Customer shall pay all applicable Taxes, other than taxes on T2's income. If T2 pays any such amounts on behalf of Customer, Customer shall reimburse T2 upon presentation of proof of payment. If Customer claims an exemption from any such taxes, Customer shall provide to T2 an appropriate exemption certificate. If Customer challenges the applicability of any tax, Customer shall nevertheless pay the same to T2 and Customer may thereafter challenge the tax and seek a refund thereof. Customer agrees to indemnify and hold harmless T2 from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Software in Customer's possession but shall have no such obligation to T2 with respect to any amount paid by Customer to T2 and not remitted to the relevant taxing authority.

5. **OWNERSHIP.**

(a) Customer acknowledges that T2 has developed and uses valuable technical and non-technical information, trade secrets, know-how and the like in the supply of the Products and Services. Customer agrees that, except for the limited right to use the Products or Services as set out in this Agreement, all rights, title and interest in and to the Products and Services, Documentation, and any other hardware, software, equipment and materials used by T2 in conjunction with the delivery of the Products and Services, shall remain vested in T2 or its third party suppliers. Any Software provided under an Addendum will be licensed not sold to Customer.

(b) Customer agrees that any copies made of the Software, Documentation, any other T2 Confidential Information and any other material obtained from T2 shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.

(c) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.

6. CONFIDENTIALITY.

(a) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:

(i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;

(ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;

(iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party; or

(iv) that is disclosed with the written consent of the disclosing party.

(b) Each party may disclose the other party's Confidential Information pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that, whenever possible, prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.

(c) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.

(d) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.

(e) Upon termination of the Agreement or an applicable Addendum, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, or in the event of termination of an Addendum such information provided under the applicable terminated Addendum, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 6.

7. CUSTOMER DATA.

(a) Customer shall be solely responsible for, and shall hold T2, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data),

reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party.

(b) The Software may create and store databases of personal information of end-users and data relating to Customer on the computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.

(c) The parties acknowledge that at all times Customer will remain the owner of Customer Data. Except as otherwise set forth herein or in the applicable Addenda, T2 shall not at any time use Customer Data or disclose Customer's Data to any third parties, except that T2 may use Customer Data for the purpose of meeting its obligations under an Addendum and providing the Services, and may store, back-up and archive Customer Data.

(d) T2 will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 pursuant to this Agreement will be safeguarded by T2 to the same extent that T2 safeguards data relating to its own business; provided, however, if Customer Data is publicly available, is already in T2's possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 from third parties, T2 shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2, T2 shall promptly i) take action to stop the unauthorized access, and ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 took or is taking to stop the unauthorized access. T2 maintains Payment Card Industry (PCI) Level One compliance and upon request (no more than once annually), T2 will provide Customer with a copy of its third-party audit certification demonstrating that appropriate information security standards to protect Customer Data are in place.

8. INDEMNITY.

(a) T2 Indemnification. Subject to the limitation of liability set out in Section 11, T2 shall indemnify, defend and hold harmless Customer, its officers, directors or employees ("Indemnitees") from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), (collectively "Losses"), to the extent that such Losses arise directly from any act(s) of gross negligence or willful misconduct by T2 or any of its officers, directors, employees, contractors, agents or other representatives, giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s) arising out of or related to: (i) claims for loss or damage to tangible property, and (ii) claims asserted by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2.

(b) Intellectual Property Indemnification. Subject to the limitation of liability set out in Section 11, T2 shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any Losses brought against or suffered by the Indemnitees arising out of or related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, trademark or trade secret.

T2's obligations pursuant to this Section 8(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, or from Customer's failure to implement changes or updates furnished by T2 to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 shall, at its expense:

(i) procure for the Customer the right to continue using the affected Product or Software; or

(ii) modify or replace the affected Product or Software so that such Product or Software becomes non-infringing.

If neither Section 8(b)(i) nor Section 8(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in this Section 8(b) are the exclusive remedies available to the Customer at law or in equity for indemnifiable claims.

(c) Customer Indemnification. Customer agrees to indemnify, defend and hold T2 and its respective directors, managers, members, officers, employees, owners and agents harmless from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys' fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its Affiliates, or breach of the Agreement by Customer, or any claim by Customer end user related to use of end user personally identifiable information.

(d) Defense. If a party is alleged to be obligated to indemnify the other party hereunder, the party alleged to be obligated to provide indemnification shall have the right to appoint counsel of its own choice and in all other respects control any litigation and/or settlement thereof, provided, however, that any such settlement shall not bind the non-indemnifying party or obligate it to pay any monies without its express prior written consent. The indemnified party shall cooperate in the defense of any indemnified claim. If one party is notified of any potential or actual claim or liability against the other party or named in any suit or proceeding of any kind that could give rise to an indemnification claim under this Agreement or otherwise subject the other party to a suit, proceeding or claim (or threat thereof), the notified party shall immediately inform the other party.

9. INSURANCE.

(a) During the Term of this Agreement, T2 shall maintain, at its own expense, insurance which it deems reasonable and necessary for its business and the performance of its obligations hereunder. T2 will, upon reasonable advanced notice, provide Customer with a copy of its certificate(s) of insurance.

(b) If Customer enters into a T2 PARCS Addendum during the term of this Agreement, T2 will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines insurers having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following limits of coverage:

(i) Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

(A)	Employers Liability - Each Accident	$1,000,000
(B)	Employers Liability - Each Employee	$1,000,000
(C)	Employers Liability - Policy Limit	$1,000,000

T2 Workers' Compensation policy will include states appropriate for T2 employees and operations.

(ii) Commercial General Liability Insurance with limits of not less than:

(A)	Each Occurrence Limit	$1,000,000
(B)	Personal & Advertising Injury	$1,000,000
(C)	General Aggregate	$2,000,000
(D)	Products - Completed Operations Aggregate	$2,000,000

T2's Commercial General Liability policy will be issued on a form that, subject to its terms, conditions and exclusions insures T2's liability for damages on account of bodily injury (including death), property damage, and personal and advertising injury.

(iii) Business Auto Liability Insurance covering, for liability purposes, all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage;

(iv) Customer shall be named as an additional insured under each policy, except for Workers Compensation and hired and non-owned auto liability policies.

(c) The insurance coverage carried by T2 as set forth herein shall not in any way expand T2's liability or modify or affect the limitations of liability set forth in the Agreement or any Addenda.

10. EXCLUSION OF WARRANTIES.

(a) EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM APPLICABLE TO THE PRODUCTS AND/OR SERVICES OR AS OTHERWISE EXPRESSLY CONFIRMED IN WRITING BY T2, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.

(b) T2 DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. FURTHER, T2 DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. ANY HARDWARE PURCHASED FROM SOURCES OUTSIDE OF T2 WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. T2 WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR

INTERCEPTORS AND NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.

(c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

11. LIMITATION OF LIABILITY AND DAMAGES.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY INJURY, T2, ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

(b) IN NO EVENT WILL T2 OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.

(c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.

(d) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, CUSTOMER.

(e) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.

(f) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE PRODUCTS AND/OR SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).

(g) THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER. BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

12. TERMINATION.

(a) Each Addendum may be terminated according to its terms and the terms of this Agreement.

(b) In the event that there are no Addenda in effect, either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.

(c) Either party may terminate this Agreement or any Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement or the applicable Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 shall also have the right to suspend performance of all or any of the Services under an Addendum, without liability, pending the rectification of any breach by Customer.

(d) Either party may terminate this Agreement or any Addendum, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party. Notwithstanding the foregoing, the Customer shall not be entitled to terminate this Agreement under this Section if T2, or its creditors, or some other party makes suitable provisions for the performance of its obligations hereunder.

(e) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any applicable Addendum for any reason:

(i) T2's obligation to provide the affected Products and Services will terminate;

(ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2's option, become immediately due and payable;

(iii) Customer is not entitled to a full refund for any affected Products and Services that are in process or not completed, including labor and any expenses T2 may have incurred up to the effective date of termination;

(iv) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 in writing that it has done so;

(v) Sections 4, 5, 6, 7, 8, 9, 10, 11, 12(e), and 13 shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.

(f) No Limitation of Remedies. Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

13. DISPUTE RESOLUTION.

(a) Dispute Resolution. In the event of any dispute arising out of this Agreement (including all Addenda), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties. If they do not reach a solution within a period of sixty (60) days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they will otherwise bear their respective costs incurred in

connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be.

(b) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 5 ("Ownership") and Section 6 ("Confidentiality") may cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 13(a), the affected party will be entitled to seek temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.

(c) Choice of Law. This Agreement and all Addenda are governed by the laws of the State of Indiana.

14. GENERAL PROVISIONS.

(a) Assignment. T2 may assign its rights and obligations under this Agreement. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2.

(b) Entire Agreement. Customer acknowledges that this Agreement including all Addenda, SOW's, Quotes and other attachments referencing this Agreement, comprise the entire understanding and agreement between parties regarding the Products and Services to be provided hereunder and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the parties regarding the same. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.

(c) Enurement. This Agreement shall be binding upon and enure to the benefit of T2, Customer and their respective successors and permitted assigns.

(d) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) directly or indirectly resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, pandemic or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than sixty (60) Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind. Force Majeure events do not include any failure as a result of political or social pressure, general economic or market factors, and/or fear of or threat of a Force Majeure Event or other circumstance.

(e) Independent Contractors. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.

(f) Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the Customer at the address appearing on the Addenda or Quote(s), as applicable, or at such other address as either party may designate by notice to the other. T2, from time to time may send general communications and/or notices to all its customers and such notices shall be deemed to have been given when delivered by email.

(g) No Waiver. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.

(h) Publicity. Except as expressly agreed in writing, neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.

(i) Severability. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.

(j) Amendment. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

(k) Counterparts. This Agreement and each Addenda may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement and any Addenda may be executed by the parties and transmitted by electronic transmission, with the same effect as if the parties had delivered an executed original.

(l) International. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Products or Services ordered or provided under this Agreement.

(m) Compliance with Laws. Each party agrees to comply with all applicable federal, state, provincial and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including as applicable laws relating to anticorruption of public officials and anti-bribery laws and regulations and the Federal Fair Debt Collection Practices Act.

(n) Authorization. Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any Addenda hereto.

(o) Captions. The captions and section headings included in this Agreement and any Addenda are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Addenda.

DIGITAL IRIS ADDENDUM

THIS DIGITAL IRIS ADDENDUM GOVERNS THE PROVISION AND USE OF THE DIGITAL IRIS SERVICES, WIRELESS DATA SERVICES, AND DIGITAL IRIS RELATED SUPPORT SERVICES PURCHASED BY _____ ("**CUSTOMER**") FROM T2 SYSTEMS CANADA INC. ("**T2C**").

1. **BACKGROUND.** Customer and T2 Systems, Inc. have entered into a Master Customer Agreement. T2C is an affiliate of T2 Systems, Inc. and is entitled to enter into this Addendum under the Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.

2. **DEFINITIONS.** In this Addendum:

(a) "**Activation Date**" means the first date that each pay station unit is enabled by T2C to connect to the Addendum Services.

(b) "**Addendum**" means this Digital Iris Addendum, including all Quotes.

(c) "**Addendum Services**" means the Digital Iris Services, Wireless Data Services, Support Services, and/or any additional services provided under this Addendum.

(d) "**Agreement**" means the Master Customer Agreement.

(e) "**Effective Date**" means the date on which Customer first accepts this Addendum.

(f) "**Digital Iris Services**" means the hosted software subscribed to by Customer, to operate the T2C pay station(s) and any optional services as set out in the Quote(s)**.**

(g) "**Fees**" means the fees for the Addendum Services as set out in the Quote(s), and any other amounts payable under this Addendum, as calculated from the Activation Date.

(h) "**Non-Conformity**" means the failure of the Digital Iris Services software to perform according to the Documentation.

(i) "**Point of Access**" means T2C's border router(s) which is (are) used to establish connectivity from the T2C Hosting System to T2C's Internet service provider and the public Internet.

(j) "**Quote(s)**" means the quote forms executed by Customer from time to time setting out the details of the Addendum Services subscribed to by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Addendum.

(k) **"Support Services"** means services included with the initial warranty period for T2C pay stations, or services added on after the initial warranty period expires. Services are detailed in the Pay Station – Software and Hardware – Warranty and Support document.

(l) "**System Availability Period**" means in respect to the Digital Iris Services, twenty-four (24) hours per day, seven (7) days per week excluding any System Maintenance Window.

(m) "**System Maintenance Window**" means in respect to the Digital Iris Services, scheduled maintenance windows during which Digital Iris Services access will not be available to Customer due to required system maintenance, upgrades, and other hosting requirements.

(n) **"T2C Hosting System"** means, in respect to the Digital Iris Services, the entire physical operation(s), located at the T2C facilities designated by T2C from time to time to host the Digital Iris Services, including all networks and servers, hardware and software utilized in the provision of the Digital Iris Services located behind the Point of Access.

(o) "**Wireless Data Services**" means the third party wireless data services, if any, purchased by Customer from T2C for the purpose of enabling communications between the T2C Hosting System and Customer's parking pay stations.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. TERM. This Addendum shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms. This Agreement will be automatically renewed for an additional term of one (1) year effective immediately after the expiration of any then current term, unless T2C or Customer gives written notice of non-renewal to the other party at least sixty (60) days in advance of the expiration of the then-current term.

4. DIGITAL IRIS SERVICES.

(a) Subject to the terms of this Addendum, T2C will supply the Digital Iris Services subscribed to by Customer, and Customer is granted a limited, non-exclusive, non-transferable right to access and use Digital Iris Services software, solely as necessary for Customer's use of the Digital Iris Services for its internal business purposes.

(b) T2C will provide Customer with one (1) administration account (login and password) to access the Digital Iris Services on the T2C Hosting System.

(c) T2C will provide the Digital Iris Services in accordance with the following standards:

(i) T2C is classified under the PCI Security Standards as a Level 1 Service Provider. The Digital Iris Services will remain in compliance with current PCI security standards at all times;

(ii) T2C will be responsible for delivery of access to the Digital Iris Services on the T2C Hosting System only up to and including the Point of Access, and is not responsible for any failure due to Customer's telecommunications connections, facilities (including internal local area networks (LAN)) or local infrastructure;

(iii) T2C will use all reasonable efforts to ensure the Digital Iris Services will be available during the System Availability Period;

(iv) Scheduled System Maintenance Windows are outlined in T2 Communities;

(v) T2C shall have the right to implement updates and upgrades to any software used in providing the Digital Iris Services, in its sole discretion;

(vi) T2C will respond to incidents that have been reported by Customer within the response times set out in the Pay Station – Software and Hardware – Warranty and Support document and

(vii) in the event of a T2C Hosting System failure, T2C will use commercially reasonable efforts to complete data recovery requests using the most recent version of the backup data, databases, applications and configuration pieces required to restore Customer data.

5. RESTRICTIONS ON USE OF DIGITAL IRIS SERVICES.

(a) Customer shall use the Digital Iris Services only for the parking pay stations identified in the Quote(s), and only in accordance with the Documentation and any other instructions issued by T2C from time to time. Failure to use the Addendum Services in accordance with instructions provided by T2C may result in failure of all or any part of the Addendum Services, and/or

accidental loss of data or data integrity. If Customer does not understand the requirements for the proper use of the Digital Iris Services, Customer must contact T2C for additional information.

(b) Customer may make copies of the Documentation solely for its own internal purposes in conjunction with its use of the Digital Iris Services. Copyright and other proprietary rights in the Documentation shall remain vested in T2C. Customer may not remove any title, trademark, copyright and/or restricted rights or proprietary notices or labels from, or otherwise modify the Documentation, and all copies of the Documentation must include all such notices and labels.

(c) Customer shall restrict access to the Digital Iris Services to its employees or contractors, solely as required for its internal business purposes. Without limiting the generality of the foregoing, Customer may not sell, rent, loan or otherwise grant any rights in or to the Digital Iris Services, or permit any other party to do so.

(d) Customer agrees not to:

(i) introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Digital Iris Services or the T2C Hosting System;

(ii) use the Digital Iris Services in any manner which could damage, disable, overburden or impair any part of the T2C Hosting System, or interfere with any other customer's ability to use the Digital Iris Services or the T2C Hosting System;

(iii) attempt to gain access to other customers' accounts through any manner of hacking or password mining or other means;

(iv) attempt to embed the Digital Iris Services within another website;

(v) attempt to use such methods as SQL Injection, Cross Site Scripting, Remote File Inclusion, Cross Site Request Forgery and any other methods not authorised by T2C to gain access to the T2C Hosting System or the Digital Iris Services;

(vi) attempt a Denial of Service (**"DOS"**) attack of any kind;

(vii) use the Digital Iris Services or the T2C Hosting System to transmit SPAM, junk email or other unsolicited email of any kind; or

(viii) in connection with the Addendum Services, engage in conduct that would constitute a criminal or quasi-criminal offense, that could give rise to civil liability, intellectual property rights infringement, or privacy rights violations, or that would otherwise violate any applicable local, provincial, state, federal or international law, or accepted Internet protocol.

6. WIRELESS DATA SERVICES.

(a) If purchased by Customer, T2C will provide the Wireless Data Services, supplied by T2C's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2C and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.

(b) Customer shall use the Wireless Data Services only in connection with the Digital Iris Services and parking pay stations identified in the Quote(s).

(c) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2C for the use of and access to the Wireless Data Services, and acknowledges that

the Wireless Data Services may be restricted or cancelled by T2C or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.

(d) Customer may not resell the Wireless Data Services to any other person(s).

(e) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.

(f) Customer will provide T2C with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.

7. SUPPORT SERVICES. T2C will provide the Support Services in accordance with the Pay Stations – Software and Hardware – Warranty and Support document, as amended from time to time. Support Services are limited to those set out in the document, and expressly exclude any additional services required to correct any Non-Conformities. Any additional technical support not under warranty may be agreed by T2C on a case-by-case basis, and shall be charged on a time and materials basis at T2C's then-standard rates.

8. PAYMENT AND INVOICING.

(a) Customer agrees to pay to T2C the Fees plus all applicable taxes in accordance with this section.

(b) The first invoice will be issued on or about the Activation Date. Fees for the first term outlined on the Quote(s) will be prorated to reflect such date. Except as otherwise set out in the Quote(s), T2C will issue invoices for Fees thirty (30) days in advance of each term renewal date. Payment terms are net thirty (30) days from the date of invoice and payable to T2C as set out in the invoice.

(c) Any additional Services subscribed to by Customer will be outlined on an invoice issued by T2C at the time of the Service activation. Such additional fees will be prorated through to the end of the Customer's then current billing term. All subsequent fees will appear on the Customer's invoice in accordance with Section 9(b) above.

(d) Customer access to the Digital Iris Services granted pursuant to this Addendum may be terminated by T2C upon thirty (30) days prior written notice in the event Customer fails to make any payments of Fees when due under this Addendum. If Digital Iris Services are terminated for non payment, T2C has the right to charge a reactivation fee per pay station if Digital Iris Services are subsequently reinstated.

(e) Failure to Make Payment. If Customer fails to make any payments within thirty (30) days after the amount is due pursuant to this Addendum, then the amount, without the necessity of any notice or action by T2C shall become due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum or the highest rate permitted by law and with reasonable attorneys' fees and other costs of collection. The non-exclusive Subscription granted pursuant to this Addendum may be terminated by T2C upon thirty (30) days prior written notice in the event Customer fails to make any payments when due under this Addendum.

9. CUSTOMER LIABILITY.

(a) Customer shall be solely responsible for, and shall hold T2C, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with:

(i) Customer's inputs, selection and use of the Addendum Services, and all data, reports, statements and other content transmitted, posted, received or created on the T2C

Hosting System through Customer's account, even if transmitted, posted, received or created by a third party;

(ii) Customer's or its Representative's use, misuse, failure to use, or inability to use the Wireless Data Services or any other data services required for the use of the Digital Iris Services, including any abuse, fraudulent use or unauthorized access thereto; and

(iii) Any breach by Customer and/or its Representatives of any of the terms and conditions of this Addendum.

10. LIMITED WARRANTY.

(a) Subject to the disclaimers and limitations in the Agreement, T2C warrants to Customer that, for the duration of this Addendum, the Digital Iris Services will substantially conform to the specifications set out in the Documentation, as revised by T2C from time to time.

(b) The foregoing warranty shall not apply to Non-Conformities that result from any cause beyond the reasonable control of T2C including, but not limited to:

(i) Customer's failure to:

(A) prepare and maintain a technical environment that meets the specifications provided by T2C from time to time;

(B) provide necessary communications mechanisms (including connections to pay station units) as specified by T2C from time to time;

(C) maintain pay station units in good repair in accordance with T2C's recommendations and requirements for operation, maintenance and repair; or

(D) maintain pay station units with a T2C provided pay station software release no more than two (2) years old.

(ii) the use of the Digital Iris Services in combination with apparatus, systems, products or services where such combination was not provided, proposed, recommended or approved by T2C, or contemplated in the Documentation;

(iii) unauthorized modifications or repairs to any equipment supplied by T2C (including pay station units) by Customer or any person not approved by T2C; or

(iv) failures relating to Customer's computing environment including, without limitation, electrical failure, Internet connection problems, communications problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which, as between Customer and T2C, shall be deemed to be under Customer's exclusive control and sole responsibility.

(c) T2C shall have no responsibility and provides no representations or warranties with respect to any third party software or services, whether supplied in connection with this Addendum or otherwise.

(d) If Customer notifies T2C in writing of a breach of the foregoing limited warranty, T2C shall, at its cost and expense, promptly, diligently and in good faith continue to completion, using commercially reasonable efforts accounting for the circumstances, the correction or bypassing, in T2C's reasonable discretion, of the Non-conformity within the period required under the Support Services or such other period as may be mutually agreed by both parties depending on the nature and severity of the Non-conformity.

11. TERMINATION.

(a) Customer may terminate this Addendum by sending written notice to T2C at least sixty (60) days prior to the end of the then current term and such termination shall be effective on the term renewal date.

(b) If Customer does not provide the required sixty (60) days notice, Customer will be subject to pay additional fees, including any unpaid amounts within ten (10) days from the agreed termination date. Additional fees may include T2 expenses already paid to its vendors for services under this Addendum. Customer agrees to pay all additional fees within ten (10) days of the agreed termination date. T2 Systems, at its sole option, may withhold returning Customer Data and providing any transitional support until the additional fees are paid.

(c) All unpaid amounts due in respect of the terminated Addendum Services up to and including the effective date of termination shall become immediately due and payable and such termination shall be effective as of the renewal date.

(d) In the event of early termination of this Addendum by Customer, no credit will be issued for Addendum Services terminated prior to the end of the then current term.

(e) Either party may terminate this Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party.

(f) Without limiting the foregoing, either party may terminate this Addendum on the same basis as set forth in Section 12(d) of the Agreement.

(g) In addition, Customer may, upon written notice to T2C terminate (i) the Wireless Data Services and/or (ii) any of the individual T2 Iris Services, if T2C breaches any of its obligations in respect of the terminated Addendum Services and fails to cure such breach within thirty (30) days after receipt of a written request from Customer to do so.

(h) Customer can request in writing to T2C to add or remove a subscribed Digital Iris Service. T2C has thirty (30) days to process the request and update the Customer's subscribed services as requested.

When a Customer is adding a subscribed Digital Iris Service, T2C will issue an invoice prorated to the date the service change was executed to match the existing Digital Iris Services billing cycle and terms. No credit will be issued for services removed between billing cycles.

(i) Without limiting any other remedies available under this Addendum or the Agreement, at law or in equity, in the event of the termination of this Addendum or any of the Addendum Services for any reason:

(i) Customer may request T2C to provide a copy of all of Customer's data in a CSV file format at T2C's standard fee, as established by T2C from time to time; and

(ii) T2C may destroy, in its sole discretion, Customer's data remaining on the T2C System after either:

(A) receiving confirmation that Customer has a copy of any remaining data;

(B) providing Customer with a copy of any remaining data pursuant to Section 12 (e)(iv) in the Agreement; or

(C) Sixty (60) days after the expiration or termination of this Addendum.

(iii) Sections 5, 9, 10, 11, and 12(j) shall survive the expiration or termination of this Addendum until such time as the parties may agree to the release of the obligations contained therein.

12. ENTIRE AGREEMENT. This Addendum (including the Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the Addendum Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE ART FIESTA 2024, TO BE HELD ON SATURDAY FEBRUARY 24 AND SUNDAY FEBRUARY 25, 2024.

November 14, 2023

Background:

The Art Fiesta 2024 event will be held on Saturday February 24th from 9am until 5pm and also on Sunday February 25, 2024, from 9am until 4pm. This event will require road closures from Friday February 23rd at 7am(set-up) through breakdown on Sunday February 25th at 8pm. Requires the closure of the southern intersection boundary of Canal Street at Riverside Drive and proceeding southbound on Riverside Drive to Lytle Avenue (under the overpass), including parts of Riverside Park and the fishing/parking area adjacent to Manatee Park for food truck parking. Also requiring the closure of Douglas Street westbound from S Riverside Drive to Magnolia Street. Cross traffic will be allowed at the intersection of S Riverside Drive at Downing Street for vehicle traffic in/out of the Brannon Center parking lot for a private event. This free to attend event has been previously held in NSB for many years, with an anticipated 3,000 attendees. The event will feature entertainment at the gazebo, including a sound system in use from 8am to 5pm daily. There will be no alcohol sales or consumption on Riverside Drive, in Riverside Park or in any City right of way during the event. The following temporary structures will be utilized: booths, tents, barricades, and cones. The Fire Department will provide fire safety inspections of all event food vendors and food trucks.

Findings:

Staff recommends the approval of the Art Fiesta 2024, to be held on Saturday February 24 and Sunday February 25, 2024.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Art Fiesta Feb 24-25, 2024.pdf
Extra Duty Contract for Art Fiesta 2024.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Art Fiesta

Event Date 2/24 & 2/25, 2024 with Setup on 2/23

Contact Information Brannon Center

Brief Description of Event Art Show on Riverside, Music in Gazebo & Food Trucks

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/17/23
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/17/23
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10/17/23
	Fire Department	386-402-8125	slane@cityofnsb.com	10/17/23
	Police Department	386-402-7790	jholloway@cityofnsb.com	10/17/23
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10-17-23
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10-17-23

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

Building Department - Major Event Permit Required

Off-Duty officers - 2 for day and 2 for night

- ALL VENDORS TO BE PROVIDED A COPY OF THE FD GUIDELINES FOR EVENTS
- 10' MINIMUM AISLEWAY TO BE MAINTAINED AT ALL TIMES FOR FIRE/EMS ACCESS

Road Closures:

City Commission Approval Required? Yes ☐ No ☐

City Event? Yes ☐ No ☐

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

OFFICE USE ONLY
DATE RECEIVED:
RECEIVED BY:
REVIEW DATE:

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.*

1.0 **REQUIRED INFORMATION:**

1.1 Name of Event Art Fiesta

1.2 Name of Producer and/or Promoter Leisure Services

1.2 Type of Organization ☐ Non-Profit ☐ For-Profit ☐ Charitable ☑ Government

1.3 Contact Person Jonah Powers

1.4 Address _____

City _____ State _____ Zip Code _____

1.5 Work Phone 410-2887 Home Phone _____ Fax Number _____

Email Address jdpowers@cityofnsb.com Website _____

2.0 **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: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax Number: _____

3.0 **EVENT INFORMATION:**

3.1 Date(s) Requested: 2/23, 2/24 & 2/25, 2024

3.2 Location of Event: Douglas from Magnolia to Riverside & Riverside Dr from Canal to Lytle- Please see attached

3.3 Description of Event: Arts and Crafts
Art Show set up on Friday w/the show being Sat & Sun

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: 2/24 & 2/25 Start: 9:00 a.m./ p.m. End: 5:00 a.m./ p.m. Sun until 4:00p.m.
Set-up: Date: 2/23 Start 7:00 a.m./ p.m. End: 9:00 a.m./ p.m.
Breakdown: Date: 2/25 Start: 4:00 a.m./ p.m. End 8:00 a.m./ p.m.
Rain date: Date: n/a Start: _____ a.m./ p.m. End _____ a.m./ p.m.
How will the general public be notified about a cancellation/ postponement of the event?
_____ Anticipated number of attendees: _____

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? ☐ Yes ☑ No 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

4.0 **ENTERTAINMENT:**

4.1 Will there be entertainment? ☑ Yes ☐ No If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Entertainment not booked at this time.

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: 8:00 a.m./ p.m. End: 5:00 a.m./ p.m.

4.5 Will there be carnival games and/or rides? ☐ Yes ☑ No If yes, please describe the types of games and/or rides _____

4.6 Name of Contractor: _____

4.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

4.8 Insurance Company: _____ Policy Number: _____

5.0 **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 devices ☐ Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passers by. ☐ 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.

6.0 **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.

7.0 **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): (1 – 49) Vendors = $150 (50+) Vendors = $250

☑ Clothing _____ ☑ Food/ Beverage _____ ☑ Jewelry _____

☑ Other (describe) Arts & Crafts _____

8.0 **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).

_____

_____

9.0 **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.

10.0 **PROMOTION:**

10.1 At what level will the event be promoted? ☑ Local ☐ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☑ Newspaper ☐ Radio ☐ Television ☑ Internet ☐ Direct Mail ☐ Billboard ☐ Other _____

10.3 Telephone number to be released for public information: 386-410-2880

11.0 **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? 2 Roadside Banners

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.

12.0 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? ☑ Yes ☐ No If 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. _____

_____

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.

13.0 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? ☑ Yes ☐ No

13.2 Will there be any road closures? ☑ Yes ☐ No Road Name: See attached

(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.

14.0 **PORT-O-LETS:**

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

14.2 How many Port-O-Lets will be on-site? none

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.

15.0 **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.

16.0 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? See attached PD Form

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.

17.0 **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: Jonah Powers

Date: 10/16/23 Title of Applicant: Program Coordinator 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

****

THE ***BANNER FORM*** AND ***FACILITY USAGE FORM*** ARE ATTACHED FOR YOUR CONVENIENCE. IF YOU NEED TO UTILIZE A FACILITY OR REQUEST BANNER SPACE RESERVATION, IT IS ***YOUR RESPONSIBILITY TO TURN THESE FORMS INTO THE PARKS & RECREATION DEPARTMENT*** SEPARATELY FROM THIS APPLICATION.

New Smyrna Beach Fire - Rescue

Office of the Fire Chief

238 Industrial Park Drive, New Smyrna Beach, Fl 32168
Phone: 386-402-8125 Fax: 386-424-2166

Special Events Comments

Event Name/Date: Art Fiesta

1. During all special events the fire department shall require adherence to all applicable Florida Fire Prevention Code standards by all event organizers and vendors and make site inspections as needed
2. The event coordinator(s) shall take all necessary measures to ensure continuous access and egress for emergency vehicles throughout the entire event and this shall include response routes along secondary roads to the event to ensure event parking does not impede emergency vehicle access or victim transport away from the incident at any time
3. Events requiring road closures should organize tents, stages, and displays so that an emergency vehicle can drive equipment down the centerline of all streets and measures must be taken to ensure that no intersections or access roads are blocked and at all times are accessible and useable by large fire apparatus
4. The event coordinator(s) shall ensure the Volusia County Sheriffs Dispatch Center has been notified of any road closings related to the event no less than 24 hours prior to the start of the event at (386) 423-3888 and provide notification as soon as the roads have been re-opened
5. Anytime the transportation shuttles are required, or any other event with unique characteristics that may impede the most expeditious provision of fire/rescue/emergency medical services to event participants, regularly staffed fire and rescue services will be supplemented to meet the additional demand caused by the event and will be funded by the event organizers

Additional Requirements:

Donah Powers / [signature] 10/17/23

Applicant Print and Sign — Date

Fire Chief/Designee — Date

City of NSB
Parks & Recreation
Banner Reservation Form

Booked: _____

Name Art Fiesta

Organization City of NSB

Phone Day _____ **Evening** _____

E-Mail Address _____

Dates Requested _____

Event Date 2/24 & 2/25

Event Name Art Fiesta

There is a 2 week maximum time for banners to stay up. Location of banner placement is not guaranteed, but the Recreation & Special Events Department will do it's best to accommodate special requests.

Your banner must meet our requirements:

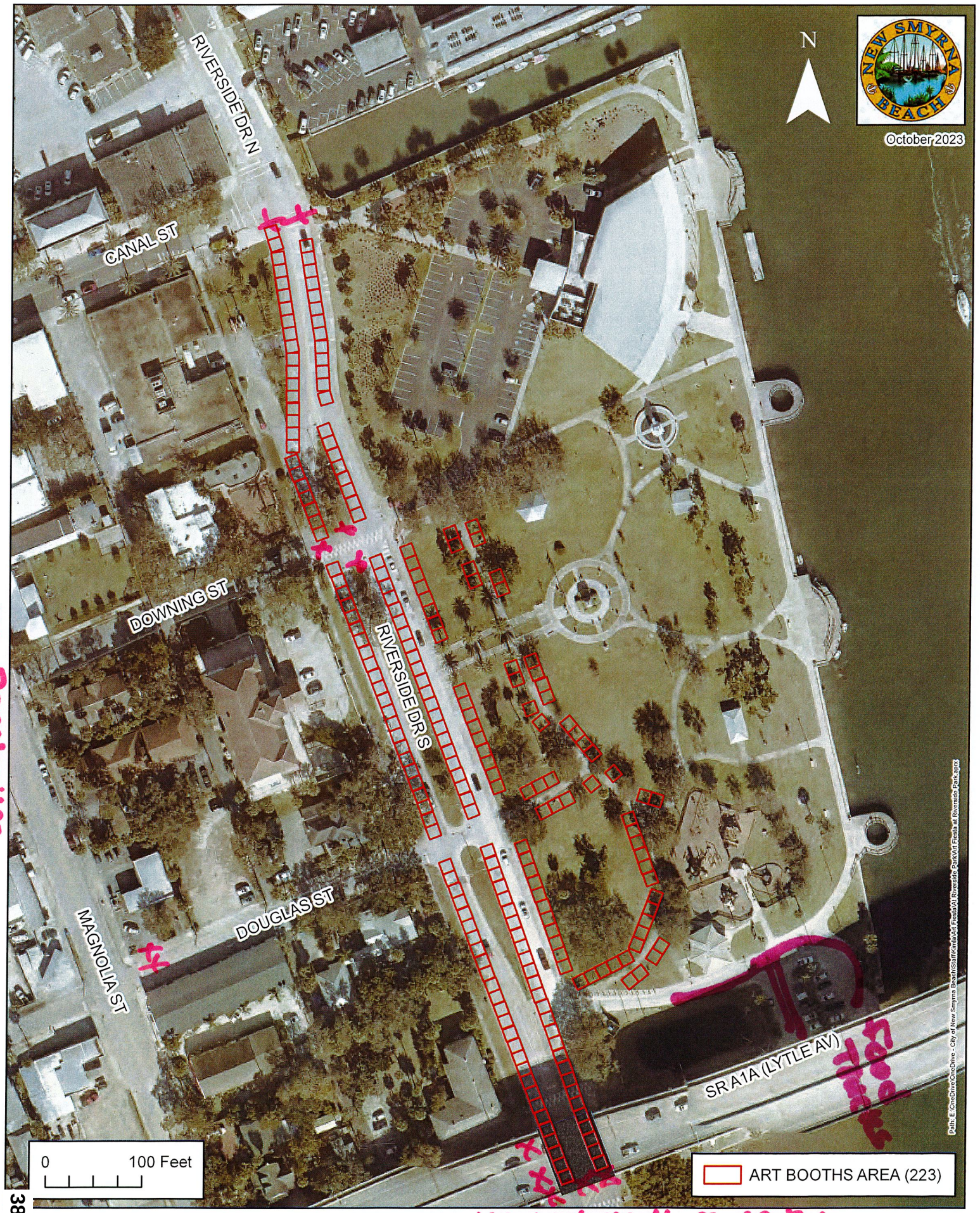
1. 4x6 with a 3" hem on top and bottom
2. Banners must be built to withstand a minimum of 25 MPH winds
3. Number of banners and placement are based on availability with a maximum of two banners per event
4. Banners are only installed and taken down on Mondays. They must be delivered to Recreation Dept the Friday before they are scheduled to go up. After the banners are taken down, they must be picked up Recreation office at 1000 Live Oak Street within two days. If banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for the banner size. I understand it is the discretion of the Recreation Dept for the number and placement of banners and the City of NSB will not be held responsible for any damage incurred to the Banners.

Print Name Jonah Powers Date 10/17/23

Signature _____

ART FIESTA AT RIVERSIDE DR. AND RIVERSIDE PARK



xx - barricades

xx - underneath causeway

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
jholloway@cityofnsb.com

New Smyrna Beach Police Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: City of New Smyrna Beach Leisure Services

Name of Requester: Jonah Powers **Phone #:** (386) 410-2887
Email: jdpowers@cityofnsb.com

Business Address: 105 S Riverside Dr, New Smyrna Beach, FL 32168

Billing Address (If different than business address):
Type of Event:

Type of Service Requested, i.e. (Traffic Control, Security) explain:

Security for Art Fiesta 2024 - during the day and night

Number of Officers Requested: (subject to change per PD recommendation) 2

Exact location of Event: Riverside Park / Brannon Center / Riverside Dr from Canal to Lytle / Douglas to Magnolia
Date(s): 02/23/24, 02/24/24, 02/25/24
Time(s): 7:00AM 02/23/24 - 8:00PM 02/25/23
Contact Person at Event: Jonah Powers **Phone:** (386) 689-2717
Emergency Phone Number: (386) 689-2717

Payment Rate: $48.00 per hour with a 3-hour minimum per officer for up to four (4) officers. If more than four are needed a Sergeant will be required at $55.00 per hour. Cancellation must be made orally or in writing to the following person: Sgt Josh Holloway at 386 402-7742 or the Admininstrative Office at 386 424-2234. Customers will be billed the next business day following the event. An eight (8) hour advance notice is required to cancel this request or the customer will be billed three hours per officer scheduled.

Rates are subject to change at the discretion of the New Smyrna Beach Police Department.

I have read the terms of this Special Detail Contract and shall abide by its terms. I request the special detail officers as described above. ***(Electronic signature acceptable)***

Jonah Powers Digitally signed by Jonah Powers Date: 2023.10.24 14:11:49 -04'00' **This** 24 **Day of** October **20** 23,
(Signature)

Program Coordinator - City of NSB
(Title)

Accepted by the City of New Smyrna Beach: Lt. [signature] **Date:** 10/27/23

If You Prefer, Fax Signed & Completed Form to (386) 424-2259

08/10/2022

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE BLACK HERITAGE FESTIVAL 2024, TO BE HELD ON FEBRUARY 24, 2024 INCLUDING WAIVER OF ASSOCIATED CITY EVENT AND RENTAL FEES.

November 14, 2023

Background:

The Mary S Harrell Black Heritage Museum Board of Directors would like to hold their 31st Annual Black Heritage Festival event on Saturday February 24, 2024, in Pettis Park. This would be a free event open to the public, starting at 7am until 8pm. Event set-up would start on Friday February 23rd at 7am, with breakdown being completed on Saturday February 24th by 9pm. The event will require the closure of Jefferson Street from Milford Place eastbound to N Duss Street, including the intersection of Inwood Avenue. The event will have local musicians performing, along with the use of a portable sound system. Event retail sales would include African American Garments, jewelry, other clothing, and foods. There will be no alcohol sales or consumption in Pettis Park or in any City right of way during the event. The organizers will be providing Two (2) Port-O-Lets for public use during the event, along with the two sets of restrooms available in Pettis Park. Police and Fire Services will be providing courtesy services. The museum board would like to request the City waive all associated fees for: the park rental deposit, two day park rental, major & special event permit fees, additional picnic table fees along with the banner fees.

Findings:

Staff recommends the approval of the Black Heritage Festival 2024, to be held on February 24, 2024 to include waiving the event associated park deposit/rental fees, special & major event permit fees, additional picnic tables and banner fees for a total of $1,355.24.

Historically, the fees associated with this event have been waived.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Black Heritage Festival Feb 24, 2024.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Black Heritage Festival

Event Date 2/24/24

Contact Information Ann Harrell

Brief Description of Event Food Vendors, music, vendors
one day event Road Closure of Jefferson

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/17/23
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/17/23
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10/17/23
	Fire Department	386-402-8125	slane@cityofnsb.com	10/17/23
	Police Department	386-402-7790	jholloway@cityofnsb.com	10/17/23
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10/17/23
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10-17-23

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

Need 13 tables + 7 totems. Close off Jefferson.

Build Department - Major Event Permit Required.

- VENDORS SHALL BE PROVIDED A COPY OF THE FIRE DEPT. OUTDOOR EVENT GUIDANCE SHEET

Banners - $25 each plus tax

Special Event permit - $500 plus tax

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: Black Heritage Festival

1.2 Name of Producer and/or Promoter: Board of Directors/Mary S. Harrell Black Heritage Museum

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

1.4 Contact Person: Ann Harrell

1.5 Address: 314 N. Duss St.

City: New Smyrna Beach State: FL Zip Code: 32168

1.6 Work Phone: 386-478-1934 Home Phone: 386-295-0676 Fax:

Email: ~~#~~blackheritageMuseum@gmail.com Website: blackheritage.org

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: 2/24/2024

3.2 Location of Event: Pettis Park

3.3 Description of Event: 31st Annual Black Heritage Festival

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: 2/24/24 Start: 7 a.m./ p.m. End: 8 a.m./p.m.

Set-up: Date: 2/23/24 Start 7 a.m./ p.m. End: 8 a.m./ p.m.

Breakdown: Date: 2/24/24 Start: 8 a.m./p.m. End 9 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?

_____ Anticipated number of attendees: 300

3.8 Have you held this event in the City of New Smyrna Beach previously? ☒ Yes ☐ No

If yes, previous date(s): 30 yrs. Location(s): Old Fort Park/ Pettis Park

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.

Local Musicians

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: N/A Type of System: Museum Portable Sound 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. Documentation will be forthcoming

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) African American garments

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: N/A

9.3 Limit of liquor liability coverage, if required, will not be less than $500,000.

9.4 The organization hosting the event is: ☐ For-Profit ☐ Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10 **PROMOTION:**

10.1 At what level will the event be promoted? ☒ Local ☒ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☒ Newspaper ☒ Radio ☐ Television ☒ Internet ☒ Direct Mail ☐ Billboard ☐ Other _____

10.3 Telephone number to be released for public information: 386-478-1934

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? Not Known at this time

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 10 x10 tents

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. _____

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: Jefferson Street

(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? N/A

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? 2 plus public restrooms

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? Courtesy NSB Police + Fire Department provide Courtesy Service

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: Ann W. Harrell

Printed Name: Ann W. Harrell

Date: 10/3/23 Title of Applicant: Director Affiliation: Non-profit Museum

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
Ann Harrell	386-295-0676	8 AM - 8 pm

CITY OF NEW SMYRNA BEACH
FACILITY USE AGREEMENT

210 SAMS AVENUE, NEW SMYRNA BEACH FL 32168 * PHONE – 386-410-2890 / FAX – 386-424-2288

CALL 386-424-2000 FOR ANY EMERGENCIES AFTER HOURS

1. Name of Applicant: _____ Today's Date _____
2. Facility Requested: Pettis Park Room: _____
3. Organization: Marys Harrell Black Heritage Museum Sales Tax Exempt I.D. – *Attach Certificate please
4. Phone: (Day) 386-295-0676 (Evening) _____
5. E-mail Address: aharrell595@aol.com Mailing Address 314 N. Duss St. NSB 32168
6. City/State/Zip: ~~Daytona~~ NSB
7. Type of Event: Festival Estimated Attendance: 300

A. Will you be Serving Food and/or Beverage Yes B. Will you Be Serving Alcohol: *$100 fee will be added No

8. Date of Event: 2/24/2024 Day of Week: Saturday
9. Hours of Event: 8Am AM/PM to 8 pm AM/PM (Must include set-up and clean-up time)

>>PLEASE BE ADVISED THAT PARKING FOR CITY FACILITIES IS NOT GUARANTEED<<

FEE SCHEDULE:

Rental Fee: $_____ per hour X_____ = $_____

$_____ per hour X_____ = $_____

*Setup and/or Alcohol Fee: $100 ea. = $_____

*Sales Tax at 6.5 % $_____

TOTAL RENT: $_____

Booked:_____ Damage Deposit: $ 100.00

Date Rental Paid:_____ TOTAL $_____

BALANCE DUE: $_____

Key Given:_____ Key Returned: _____

Date Damage Deposit Processed for Refund _____

APPROVALS:

Leisure Services Director _____

*Sales Tax Exempt Certificate received _____

Date Rcvd:__/__/__ Check # _____

Cash_____ CCard_____ Receipt# _____

SMOKING IS NOT PERMITTED AT THIS FACILITY

Deposit paid by: _____

Address: _____

COMMENTS:

It is understood that the organization will be responsible for the building and/or grounds to be in good condition upon leaving and that all damage will be reported to the Leisure Services Department immediately. It is also understood that the organization is responsible for payment of all scheduled dates in advance. The Leisure Services Department must be notified in advance of all cancellations; otherwise, the organization shall be responsible for the rental fee. Any rental fee balance MUST BE PAID AT LEAST 5 BUSINESS DAYS prior to rental date.

In consideration of the privilege herein granted, Licensee will not claim any damages from Licensor in connection with or on account of any injuries or damages arising in or on the above-described property while being used by the Licensee and Licensee's members, guests, or invitees and Licensee further agrees to indemnify and save harmless Licensor from all claims or damages in connection with the use of the property by Licensee and Licensee's members, guests, or invitees.

I have read and understand the rules, regulations and refund policy given to me at the time of this contract.

_____ _____

Group/Organization Representative or Individual Date

2022 BLACK HERITAGE FESTIVAL host - Mary S.Harrell Black Heritage Museum



THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE BI-WEEKLY BOUCHELLE ISLAND FOOD TRUCK EVENT, ON FRIDAYS STARTING NOVEMBER 17, 2023 THROUGH DECEMBER 20, 2024.

November 14, 2023

Background:

The Bouchelle Island CSA - HOA would like to hold a bi-weekly food truck event on Fridays starting November 17, 2023 through December 20, 2024. The event would start at 4pm and end at 8pm. The food trucks will be located in the picnic area and club house parking lot areas adjacent to the club house. Setup for the event will begin at 4:00pm, with breakdown of the event at 8:00pm. The anticipated bi-weekly attendance will be between 20-80 people. No alcoholic beverage sales allowed at the event. The event organizer will be providing one Port-O-Lets restroom facility for public use. The Fire Department will provide fire safety inspections to all food service vendors. Security for the event will be provided by the HOA Management Company-Lifestyles Coordinator.

Findings:

Staff recommends the approval of the bi-weekly Bouchelle Island Food Truck Event, on Fridays starting November 17, 2023 through December 20, 2024.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Bouchelle Island Food Truck Events 2023-2024.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Bouchelle Island Food Trucks

Event Date various - attached

Contact Information Erika Burkwest

Brief Description of Event Food trucks on Bouchelle Island -

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/17/23
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/17/23
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10/17/23
	Fire Department	386-402-8125	slane@cityofnsb.com	10/17/23
	Police Department	386-402-7790	jholloway@cityofnsb.com	10/17/23
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10/17/23
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10-17-23

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

FIRE DEPT. - ALL FOOD TRUCKS WILL BE INSPECTED BY THE FIRE MARSHAL'S OFFICE EVERY TIME.
FOOD TRUCKS NOT MEETING THE FLORIDA FIRE PREV. CODE MAY NOT PARTICIPATE -
FOOD TRUCKS MAY NOT PARK CLOSER THAN 10 FEET FROM EACH OTHER
Building Department - Permit Required - Continuous Event

Road Closures:

City Commission Approval Required? Yes [X] No [ ]

City Event? Yes [ ] No [X]

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

OFFICE USE ONLY
DATE RECEIVED: 10/12/23
RECEIVED BY: KD
REVIEW DATE: 10/17/23

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.*

1.0 **REQUIRED INFORMATION:**

1.1 Name of Event Bouchelle Friday Food Trucks

1.2 Name of Producer and/or Promoter Bouchelle Island

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

1.3 Contact Person Erica Burkwest

1.4 Address 409 Bouchelle Dr

City New Smyrna Beach State FL Zip Code 32169

1.5 Work Phone 386-426-0228 Home Phone _____ Fax Number _____

Email Address erica.burkwest@evergreen-lm.com Website bouchelleislandcsa.com

2.0 **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: 409 Bouchelle Dr

City: New Smyrna Beach State: _____ Zip Code: _____

Work Phone: _____ Fax Number: _____

3.0 **EVENT INFORMATION:**

3.1 Date(s)

Requested: See attached

3.2 Location of Event: Picnic area and Clubhouse Area - Site Plan Attached

3.3 Description of Event: Food Truck

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 N/A

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: _____ Start: 4pm a.m./ p.m. End: 8pm a.m./ p.m.
Set-up: Date: _____ Start 4pm a.m./ p.m. End: _____ a.m./ p.m.
Breakdown: Date: _____ Start: _____ a.m./ p.m. End 8pm a.m./ p.m.
Rain date: Date: No Rain 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?
Community Eblast Anticipated number of attendees: 20-80

3.8 Have you held this event in the City of New Smyrna Beach previously? ☑ Yes ☐ No
If yes, previous date(s): Various dates throughout 2023 Location(s): Bouchelle Picnic Area & Clubhouse Area
Have you held this event in another City? ☐ Yes ☑ No 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

4.0 **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: _____

5.0 **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 devices ☐ Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passers by. ☐ 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.

6.0 **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.

7.0 **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): (1 – 49) Vendors = $150 (50+) Vendors = $250

☐ Clothing _____ ☐ Food/ Beverage _____ ☐ Jewelry _____

☐ Other (describe) _____

8.0 **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).

_____

_____

9.0 **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.

10.0 **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 Private Community Event - HOA Communications

10.3 Telephone number to be released for public information: _____

11.0 **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.

12.0 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? ☐ Yes ☑ No If yes, complete below.

☐ Stages ☐ Tents ☐ Scaffolding ☐ Booths ☐ Fences ☐ Barricades ☐ Cones ☐ Other _____

12.2 How many tents exceeding 120 square feet or greater? _____

(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.

13.0 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? ☐ Yes ☑ No

13.2 Will there be any road closures? ☐ Yes ☑ No 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.

14.0 **PORT-O-LETS:**

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

14.2 How many Port-O-Lets will be on-site? 1

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.

15.0 **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.

16.0 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? HOA Management Company - Lifestyles Coordinator

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.

17.0 **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: Erica Burkwest

Printed Name: Erica Burkwest

Date: 10-11-23 Title of Applicant: Lifestyles Coordinator Affiliation: Bouchelle Island CSA - HOA

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)

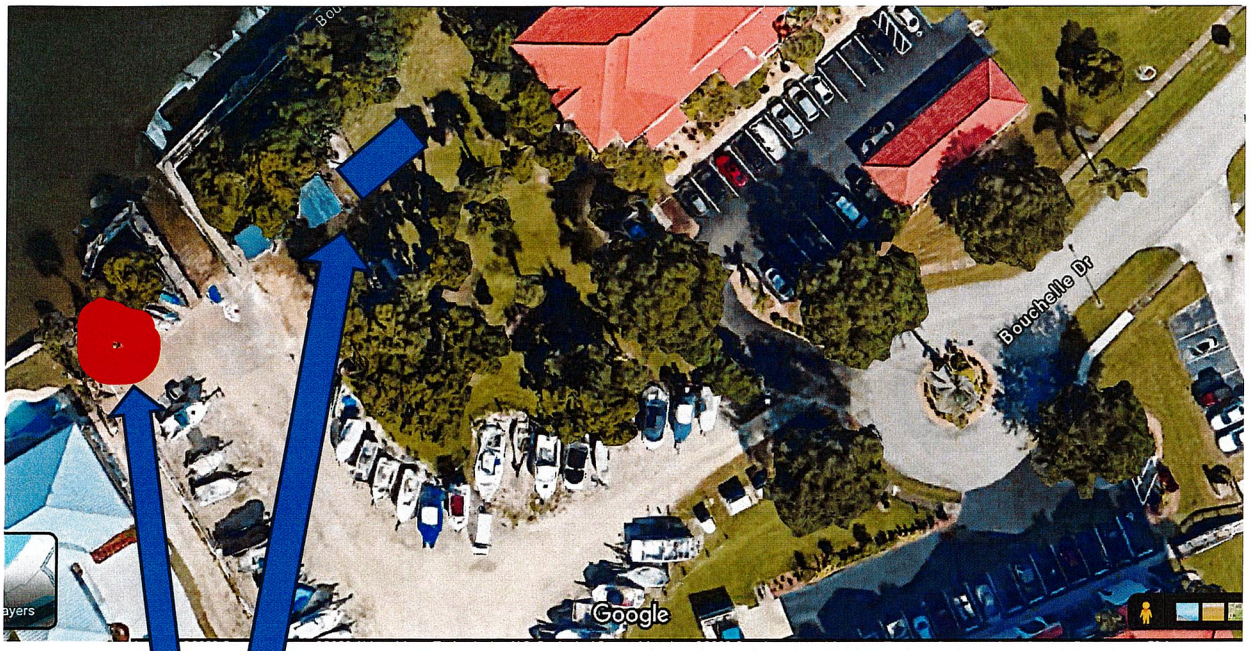
Contact Name	Contact on-site phone number	Time Period
Erica Burkwest	786-427-7280	4-8pm

****

THE ***BANNER FORM*** AND ***FACILITY USAGE FORM*** ARE ATTACHED FOR YOUR CONVENIENCE. IF YOU NEED TO UTILIZE A FACILITY OR REQUEST BANNER SPACE RESERVATION, IT IS ***YOUR RESPONSIBILITY TO TURN THESE FORMS INTO THE PARKS & RECREATION DEPARTMENT*** SEPARATELY FROM THIS APPLICATION.

Location 1:

Bouchelle Island – Food Truck Parking – Picnic Area with access through boatyard.

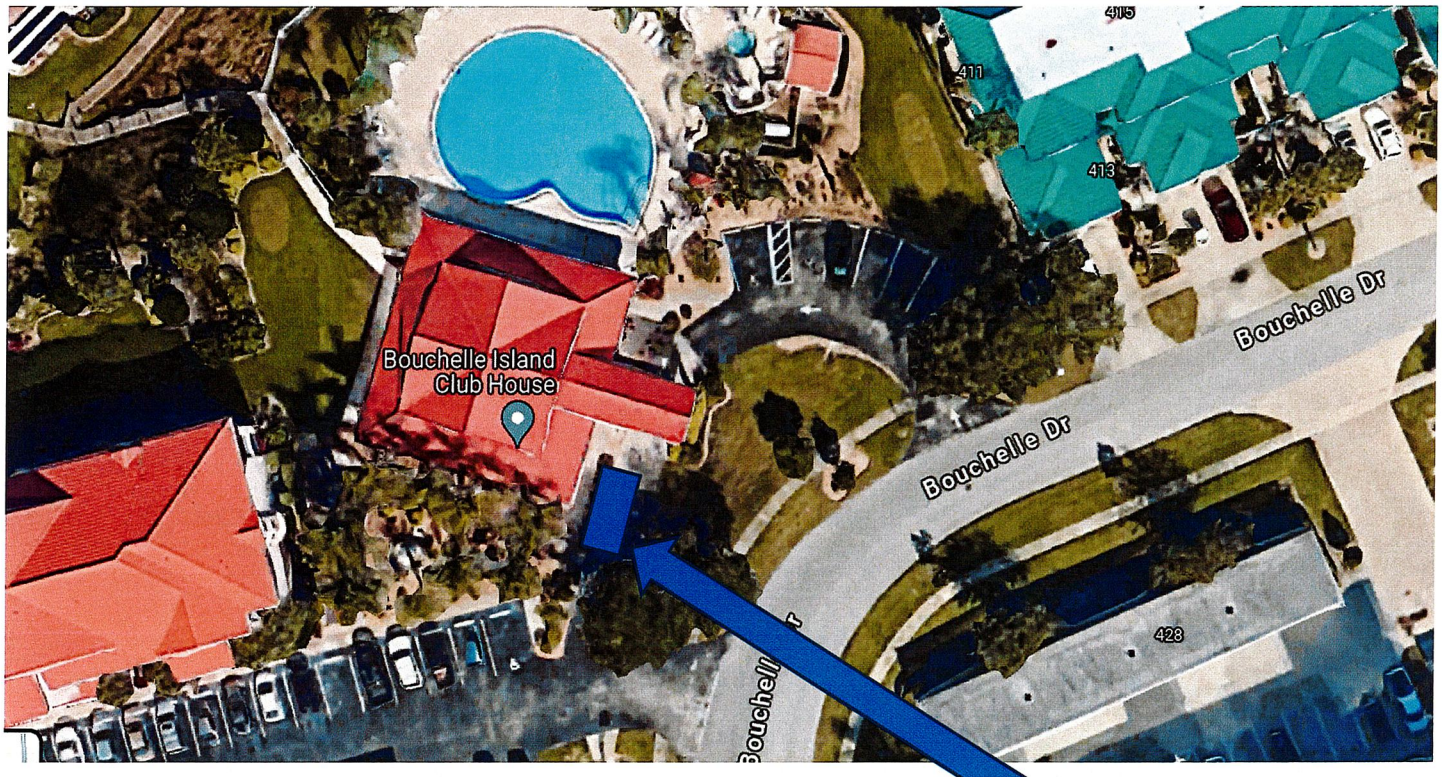


Port o Let

Food Truck Parking

Location 2:

Bouchelle Island – Food Truck Parking – Clubhouse Parking Lot



Food Truck Parking and Restrooms Located inside building

Proposed Special Event/Food Truck Dates

Bouchelle Island, CSA

2023

Nov 17

Dec 1, 15, 29

2024

Jan 5 & 19

Feb 2 & 16

Mar 1, 15, 29

Apr 5 & 19

May 3, 17, 31

June 7 & 21

July 5 & 19

Aug 2, 16, 30

Sept 6 & 20

Oct 4 & 18

Nov 1, 15, 29

Dec 6 & 20

Revised 10.13.23

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL THE CHRISTMAS COASTAL MARKET 2023, ON SATURDAY NOVEMBER 25, 2023.

November 14, 2023

Background:

NSB Main Street, Inc d/b/a Canal Street Historic District requests approval to hold their Christmas Coastal Market 2023 event on Saturday, November 25, 2023 from 9am to 6:30pm. The event will include vendors in the roadway on Canal Street. The street closure blocks off Canal Street from US 1 to Riverside Drive starting at 3:30pm on Friday November 24th; and will continue overnight until the event and clean up is completed by 7pm on the 25th. The event will include up to 80 retail outlets this year. There will be no alcohol sales during the event. The organizers will be providing Two (2) Port-O-Lets for public use during the event.

Findings:

Staff recommends the approval the Christmas Coastal Market 2023, on Saturday November 25, 2023.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Christmas Coastal Market Nov 25, 2023.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Coastal Christmas / Spark the Spirit / Girls Night Out

Event Date 11/24, 11/25 & 11/30

Contact Information CSHD

Brief Description of Event

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/17/23
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/17/23
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10/17/23
	Fire Department	386-402-8125	slane@cityofnsb.com	10/17/23
	Police Department	386-402-7790	jholloway@cityofnsb.com	10/17/23
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10/17/23
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10/17/23

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

ALL VENDORS TO BE GIVEN A COPY OF THE FIRE MARSHAL'S OFFICE GUIDANCE FOR FESTIVALS/OUTDOOR EVENTS.

City will stage barricades to shut off Canal St. from US1. to Riverside. Building Department - major Event permit Required.

MAINTAIN A ~~[illegible]~~ 10 FOOT WIDE ASSEWAY THE LENGTH OF CANAL ST. FOR FIRE/EMS ACCESS - NO TENTS OR DISPLAYS IN CENTER OF CANAL ST.

Road Closures:

City Commission Approval Required? Yes ☒ No ☐

City Event? Yes ☐ No ☒

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

SPECIAL EVENTS:

A **Special Event** is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

*This application is **not** a permit to conduct a special event.*

1 **REQUIRED INFORMATION:**

1.1 Name of Event: CHRISTMAS COASTAL MARKET

1.2 Name of Producer and/or Promoter: NSB MAINSTREET INC DBA CANAL STREET HISTORIC DISTRICT ASSN

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

1.4 Contact Person: Lillian Conrad

1.5 Address: 305 Magnolia

City: NSB State: FL Zip Code: 32132

1.6 Work Phone: 386 409 7881 Home Phone: 8137878662 Fax: 3868478506

Email: Cshd.project.mgr@gmail.com Website: Canalstreetnsb.com

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☒ Yes ☐ No

If no, please provide the proper information below:

Name: _____ Address: _____

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: 11-25-2023

BARRICADES UP 11/24/2023 at 3:30 DOWN 11/25/2023 at 6:30 PM

3.2 Location of Event: CANAL ST. From US 1 to Riverside Dr

3.3 Description of Event: HOLIDAY MARKET

3.4 Site Plans are required and must include:

☐ Pedestrian Access ☐ Parking and Vehicular Access ☐ Location of Port-o-Lets (if any)

☐ Dumpsters and/ or Trash Cans ☐ Number and Location of Vendor Display Areas Venue/ Stage (if any) ☐ Tents ☐ Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? ☐ Yes ☒ No

Will an admission fee be charged prior to the event? ☐ Yes ☒ No

Will fees be collected on-site before/ during event? ☐ Yes ☒ No

3.7 Event time: Date: 11/25/23 Start: 9:00 (a.m.) p.m. End: 6:30 a.m./(p.m.) *

Set-up: Date: " Start 6:00 (a.m.)/ p.m. End: 8:45 (a.m.)/ p.m.

Breakdown: Date: " Start: 6:00 a.m./(p.m.) End 7:00 a.m./(p.m.)

Rain date: Date: NA Start: _____ a.m./ p.m. End _____ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event? _____ Anticipated number of attendees: _____

3.8 Have you held this event in the City of New Smyrna Beach previously? ☒ Yes ☐ No

If yes, previous date(s): Saturday after THXG 10 YEARS 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."

CM

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: Philadelphia Policy Number: _____

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

CM

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? 80

7.3 Type of vending (including number of each):

☒ Clothing_____ ☐ Food/ Beverage _____ ☒ Jewelry _____

☒ Other (describe) CRAFTS HOME DECOR CHRISTMAS DECO

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).

1

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.

CM

10 **PROMOTION:**

10.1 At what level will the event be promoted? ☒ Local ☒ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☒ Newspaper ☒ Radio ☐ Television ☒ Internet ☐ Direct Mail ☐ Billboard ☐ Other _____

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

11 **SIGNS:**

11.1 Will you be using signs at your event? ☒ Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? SANDWICH BOARDS (City Requirements) Location yard SIGNS

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. NA

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. _____

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

NONE NEEDED

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: CANAL

(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. WILL USE CITY BARRICADES INCLUDED IN EVENT FEE

CM

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? 2

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? NOTHING OTHER THAN USUAL/CUSTOMARY CitySafety

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.

CM

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: Lillian Conrad

Printed Name: LILLIAN CONRAD, PROJECT MGR FOR APPLICANT

Date: 9/11/13 Title of Applicant: Proj. Mgr Affiliation: CSAD

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
LILIAN CONRAD	8137878662	ALL

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name Coastal Market, SPARK, GIRLS NIGHT OUT

Event Date 11/24, 11/25, 11/30 Dates Requested 11/16 – 12/1 /2023

Organization NSB MAINSTREET

Contact Name LILLIAN CONRAD

Email Address CSHD.PROJECT.MGR@GMAIL.COM

Contact Phone/Day 386 409 7881 Evening 813 787 8662

TWO BANNERS

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

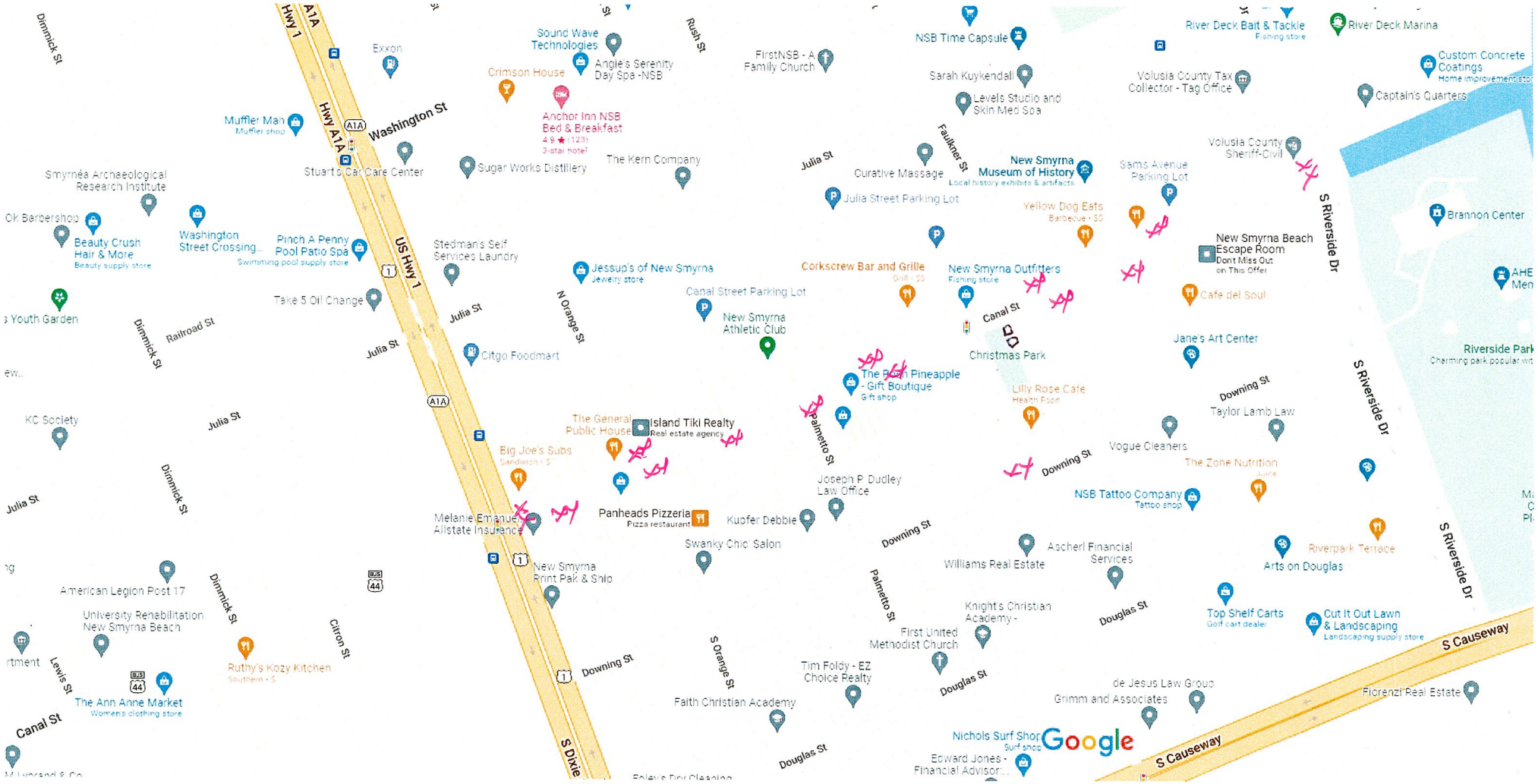
1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name LILLIAN CONRAD Date 9/17/2023

Signature Lillian Conrad

Google Maps Canal St



Map data ©2022 Google 100 ft

Port-o-Let

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE WEEKLY FOOD TRUCK FRIDAYS EVENT AT MESSINA BY THE LAKE APARTMENTS, ONGOING EVERY FRIDAY STARTING ON NOVEMBER 17, 2023.

November 14, 2023

Background:

The Messina by the Lake apartment complex in Venetian Bay would like to hold an ongoing weekly food truck event on Fridays starting November 17, 2023. The event would start at 4pm and end at 8pm. The food truck will be located at 434 Luna Bella Lane. Setup for the event will begin at 3:45pm until 4:00pm, with breakdown of the event starting at 8:00pm until 8:15pm. No alcoholic beverage sales allowed at the event. The event organizer will be providing their complex's restroom facilities for the public. The Fire Department will provide fire safety inspections to all food service vendors.

Findings:

Staff recommends the approval of the weekly Food Truck Fridays Event at Messina by the Lake Apartments, ongoing every Friday starting on November 17, 2023.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Messina by the Lake Food Truck Fridays Ongoing.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Venetian Bay Apartments Food Trucks

Event Date every Friday

Contact Information Messiano Bytte Lake

Brief Description of Event Food Truck - parking lot

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/17/23
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/17/23
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10/17/23
	Fire Department	386-402-8125	slane@cityofnsb.com	10/17/23
	Police Department	386-402-7790	jholloway@cityofnsb.com	10/17/23
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10/17/23
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10-17-23

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

ALL FOOD TRUCKS WILL BE INSPECTED PRIOR TO EACH WEEKLY EVENT.

VENDORS WITH REPEATED FIRE CODE VIOLATIONS WILL NOT BE ABLE TO OPERATE.

Building Department - Continuous Event permit Required.

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: Food Truck Fridays

1.2 Name of Producer and/or Promoter: Messina by the Lake

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

1.4 Contact Person: Kelsey Sampson

1.5 Address: 434 Luna Bella Ln

City: New Smyrna Beach State: FL Zip Code: 32168

1.6 Work Phone: 386-410-3967 Home Phone: _____ Fax: _____

Email: Ksampson@messinaluxuryliving.com Website: www.messinaluxuryliving.com

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☑ Yes ☐ No

If no, please provide the proper information below:

Name: _____ Address: _____

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: On-going every Friday

3.2 Location of Event: 434 Luna Bella Ln. NSB, FL 32168

3.3 Description of Event: Food Truck Fridays - One Food Truck each week.

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:_____ Start: 4 a.m./ p.m. End: 8 a.m./ p.m.

Set-up: Date:_____ Start 3:45 a.m./ p.m. End: ~~4:00~~ 4:00 a.m./ p.m.

Breakdown: Date:_____ Start: ~~8:00~~ 8:15 a.m./ p.m. End 8:15 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?

_____ Anticipated number of attendees: _____

3.8 Have you held this event in the City of New Smyrna Beach previously? ☑ Yes ☐ No

If yes, previous date(s): On going Location(s): 434 Luna Bella Ln. NSB, FL 32168

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? One

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: _____

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? _____

(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? N/A - Restrooms Available

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: Kelsey Sampson

Printed Name: Kelsey Sampson

Date: 10/17/23 Title of Applicant: Community Manager Affiliation: Employee of Sponsor

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
Kelsey Sampson	386-410-3967 / 386-732-1221	Always
Joseph De La Cruz	" 347-605-1532	"
Giovany Ortiz	407-480-6738	"

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE GIRLS NIGHT OUT EVENT 2023, ON THURSDAY NOVEMBER 30, 2023.

November 14, 2023

Background:

The Girls Night Out Event 2023 will be held on Thursday, November 30, 2023, from 5pm until 9pm for shopping along Canal Street. Road closures will start at 3:30pm continuing through 9:45pm, for Canal Street starting at US 1 eastbound to Riverside Drive and Live Oak Street from Canal Street southbound to Douglas Street. This event has previously been held on the first Thursday in December on Canal Street. There will be entertainment performing during the event, which is to be determined. There will be no alcohol sales or consumption on Canal Street or in any City right of way during the event. There will be two (2) Port-O-Lets provided during the event for public use.

Findings:

Staff recommends the approval of the Girls Night Out Event 2023, on Thursday November 30, 2023.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Girls Night Out Event Nov 30, 2023.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Coastal Christmas / Spark the Spirit / Girls Night Out

Event Date 11/24, 11/25 & 11/30

Contact Information CSHD

Brief Description of Event

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/17/23
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/17/23
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10/17/23
	Fire Department	386-402-8125	slane@cityofnsb.com	10/17/23
	Police Department	386-402-7790	jholloway@cityofnsb.com	10/17/23
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10/17/23
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10/17/23

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

ALL VENDORS TO BE GIVEN A COPY OF THE FIRE MARSHAL'S OFFICE GUIDANCE FOR FESTIVALS/OUTDOOR EVENTS.

City will stage barricades to shut off Canal St from US1 to Riverside Building Department - major Event permit Required.

MAINTAIN A ~~[illegible]~~ 10 FOOT WIDE AISLEWAY THE LENGTH OF CANAL ST. FOR FIRE/EMS ACCESS - NO TENTS OR DISPLAYS IN CENTER OF CANAL ST.

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: Ginks Night Out

1.2 Name of Producer and/or Promoter: NSB MAINSTREET INC DBA CANAL STREET HISTORIC DISTRICT ASSN

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

1.4 Contact Person: Lillian Conrad

1.5 Address: 305 Magnolia

City: NSB State: FL Zip Code: 32132

1.6 Work Phone: 386 409 7881 Home Phone: 8137878662 Fax: 3868478506

Email: cshd-project.mgr@gmail.com Website: Canalstreetnsb.com

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☒ Yes ☐ No

If no, please provide the proper information below:

Name: _____ Address: _____

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: 11/30/2023

BARRICADES UP 3:30 P.m 11/30 DOWN 10:00 p.m. 11/30

3.2 Location of Event: CANAL ST. From US1 to Riverside Dr

3.3 Description of Event: Girls Night out - Shopping, dining, music dancing,

3.4 Site Plans are required and must include:

☐ Pedestrian Access ☐ Parking and Vehicular Access ☐ Location of Port-o-Lets (if any) ☐ Dumpsters and/ or Trash Cans ☐ Number and Location of Vendor Display Areas Venue/ Stage (if any) ☐ Tents ☐ Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? ☐ Yes ☒ No

Will an admission fee be charged prior to the event? ☐ Yes ☒ No

Will fees be collected on-site before/ during event? ☐ Yes ☐ No

3.7 Event time: Date: 11/30/23 Start: 5:00 a.m./ p.m. End: 9:00 a.m./ p.m.

Set-up: Date: " Start 3:30 a.m./ p.m. End: 5:00 a.m./ p.m.

Breakdown: Date: " Start: 9:00 a.m./ p.m. End 9:45 a.m./ p.m.

Rain date: Date: NA Start: _____ a.m./ p.m. End _____ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?

_____ Anticipated number of attendees: _____

3.8 Have you held this event in the City of New Smyrna Beach previously? ☒ Yes ☐ No

If yes, previous date(s): Thurs after Thxg 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."

G-NO

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.

IN Process

4.2 Will you be using a sound system? ☒ Yes ☐ No PARTIAL MAYBE

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: IN Process 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: Philadelphia Policy Number: _____

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

GNO

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: _____

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.

GNO

10 **PROMOTION:**

10.1 At what level will the event be promoted? ☒ Local ☒ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☒ Newspaper ☒ Radio ☐ Television ☒ Internet
☐ Direct Mail ☐ Billboard ☐ Other _____

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

11 **SIGNS:**

11.1 Will you be using signs at your event? ☒ Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? SANDWICH BOARDS (City regulated) Location yard SIGNS

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. NA

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. _____

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?
NONE NEEDED

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: CANAL
(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. WILL USE CITY BARRICADES INCLUDED IN EVENT FEE

GNO

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? 2

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? NOTHING OTHER THAN USUAL POLICE/FIRE SAFETY

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.

GNO

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: LILLIAN CONRAD, PROJECT MGR FOR APPLICANT

Date: 9/11/18 Title of Applicant: Proj. Mgr Affiliation: CSHD

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
LILIAN CONRAD	8137878662	ALL
PATTI REGISTER		ALL
MARC MORRISON	386 451 4710	AS NEED

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name Coastal Market, SPARK, GIRLS NIGHT OUT

Event Date 11/24, 11/25, 11/30 Dates Requested 11/6 - 12/1 /2023

Organization NSB MAINSTREET

Contact Name LILLIAN CONRAD

Email Address CSHD.PROJECT.MGR@GMAIL.COM

Contact Phone/Day 386 409 7881 Evening 813 787 8662

TWO BANNERS

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name LILLIAN CONRAD Date 9/17/2023

Signature Lillian Conrad

Google Maps Girls Night out Nov. 30, 2023



Map data ©2023 Google 100 ft

☐ Port-o-Lets

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE SPARK THE SPIRIT EVENT 2023, ON FRIDAY NOVEMBER 24, 2023.

November 14, 2023

Background:

The 2023 Spark The Spirit Event will be held on Friday November 24th from 4:45pm until 9:30pm. The event will consist of a free community holiday celebration, tree lighting/star and Santa's arrival. Canal Street will be closed from US 1 to Riverside Drive, including Live Oak Street to Downing Street for the event starting at 3:30pm on Friday November 24th; and will continue overnight in preparation for the event on Saturday. This event has been previously held on Canal Street on the Friday after Thanksgiving. Entertainment to be determined, to include a sound system. The NSB Utilities Commission will have a children's bounce house, located in their parking lot. There will be no alcohol sales during the event. The organizers will be providing Two (2) Port-O-Lets for public use during the event. The $500 Major Special Event fee and the $305.24 Building Department Major Event fees waived, because this is a joint program with the CSHD and the City.

Findings:

Staff recommends approval of the Spark the Spirit Event 2023, on Friday November 24, 2023. With the City as a partner to this joint community event, Staff also recommends waiving the Leisure Services Major Special Event fee of $500 and the Building Department Major Event fee of $305.24, for a total of $805.24 waived fees.

Fiscal Analysis:

Event fees waived would be a total of $805.24: Building Department Major Event fee of $305.24 plus the Leisure Services Major Special Event fee of $500.00

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Spark the Spirit Event Nov 24, 2023.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Coastal Christmas / Spark the Spirit / Girls Night Out

Event Date 11/24, 11/25 & 11/30

Contact Information CSHD

Brief Description of Event _____

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/17/23
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/17/23
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10/17/23
	Fire Department	386-402-8125	slane@cityofnsb.com	10/17/23
	Police Department	386-402-7790	jholloway@cityofnsb.com	10/17/23
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10/17/23
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10/17/23

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

ALL VENDORS TO BE GIVEN A COPY OF THE FIRE MARSHAL'S OFFICE GUIDANCE FOR FESTIVALS/OUTDOOR EVENTS.

City will stage barricades to shut off Canal St. from US1. to Riverside. Building Department - major Event permit Required.

MAINTAIN A ~~15~~ 10 FOOT WIDE ASSEWAY THE LENGTH OF CANAL ST. FOR FIRE/EMS ACCESS - NO TENTS OR DISPLAYS IN CENTER OF CANAL ST.

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: SPARK THE SPIRIT

1.2 Name of Producer and/or Promoter: NSB MAINSTREET INC DBA CANAL STREET HISTORIC DISTRICT ASSN

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

1.4 Contact Person: Lillian Conrad

1.5 Address: 305 Magnolia

City: NSB State: FL Zip Code: 32132

1.6 Work Phone: 386 409 7881 Home Phone: 8137878662 Fax: 3868478506

Email: cshd.project.mgr@gmail.com Website: Canalstreetnsb.com

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☒ Yes ☐ No

If no, please provide the proper information below:

Name: _____ Address: _____

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: 11-24-2023

BARRICADES UP AT 3:30 11/24 DOWN AT 6:30 11/25

3.2 Location of Event: CANAL ST. From US 1 to Riverside Dr

3.3 Description of Event: SPARK SPIRIT Community PARTY W/ SANTA Coming TO TOWN

3.4 Site Plans are required and must include:

☐ Pedestrian Access ☐ Parking and Vehicular Access ☐ Location of Port-o-Lets (if any)

☐ Dumpsters and/ or Trash Cans ☐ Number and Location of Vendor Display Areas Venue/ Stage (if any) ☐ Tents ☐ Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? ☐ Yes ☒ No

Will an admission fee be charged prior to the event? ☐ Yes ☒ No

Will fees be collected on-site before/ during event? ☐ Yes ☐ No

3.7 Event time: Date: 11/24 Start: 4:45 a.m./ p.m. End: 9:30 a.m./ p.m.

Set-up: Date: " Start 3:00 a.m./ p.m. End: 4:45 a.m./ p.m.

Breakdown: Date: 11/25 Start: _____ a.m./ p.m. End 1:00 a.m./ p.m.

Rain date: Date: NA Start: _____ a.m./ p.m. End _____ a.m./ p.m.

Barricades 2 days Setup/Teardown 0 days

See Coastal Market Appln

How will the general public be notified about a cancellation/ postponement of the event?

_____ Anticipated number of attendees: _____

3.8 Have you held this event in the City of New Smyrna Beach previously? ☒ Yes ☐ No

If yes, previous date(s): FRI AFTER THXG 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."

SPARK

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.

IN PROCESS

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: IN PROCESS 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 Bouncie - NSB Utilities Providing. 4 will be in the Parking Lot - Themed Children event

4.6 Name of Contractor: IN Process

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: Philadelphia Policy Number: _____

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

SPARK

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: _____

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.

SPARK

10 **PROMOTION:**

10.1 At what level will the event be promoted? ☒ Local ☒ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☒ Newspaper ☒ Radio ☐ Television ☒ Internet ☐ Direct Mail ☐ Billboard ☐ Other _____

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

11 **SIGNS:**

11.1 Will you be using signs at your event? ☒ Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? SANDWICH BOARDS (city requirmt) Location yard SIGNS

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. NA

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. _____

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

NONE NEEDED

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: CANAL

(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. WILL USE CITY BARRICADES INCLUDED IN EVENT FEE

S'PARK

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? 2

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? NOTHING OTHER THAN USUAL POLICE/FIRE SAFETY

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.

Spark

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: LILLIAN CONRAD, PROJECT MGR FOR APPLICANT

Date: 9/17/13 Title of Applicant: Proj. Mgr Affiliation: CSMD

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
LILIAN CONRAD	8137878662	ALL
LIZ JONES	407-274-2217	ALL
MARC NIELSEN	386 451 4710	ALL

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name Coastal Market, SPARK, GIRLS NIGHT OUT

Event Date 11/24, 11/25, 11/30 Dates Requested 11/16 – 12/1 /2023

Organization NSB MAINSTREET

Contact Name LILLIAN CONRAD

Email Address CSHD.PROJECT.MGR@GMAIL.COM

Contact Phone/Day 386 409 7881 Evening 813 787 8662

TWO BANNERS

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided.**
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

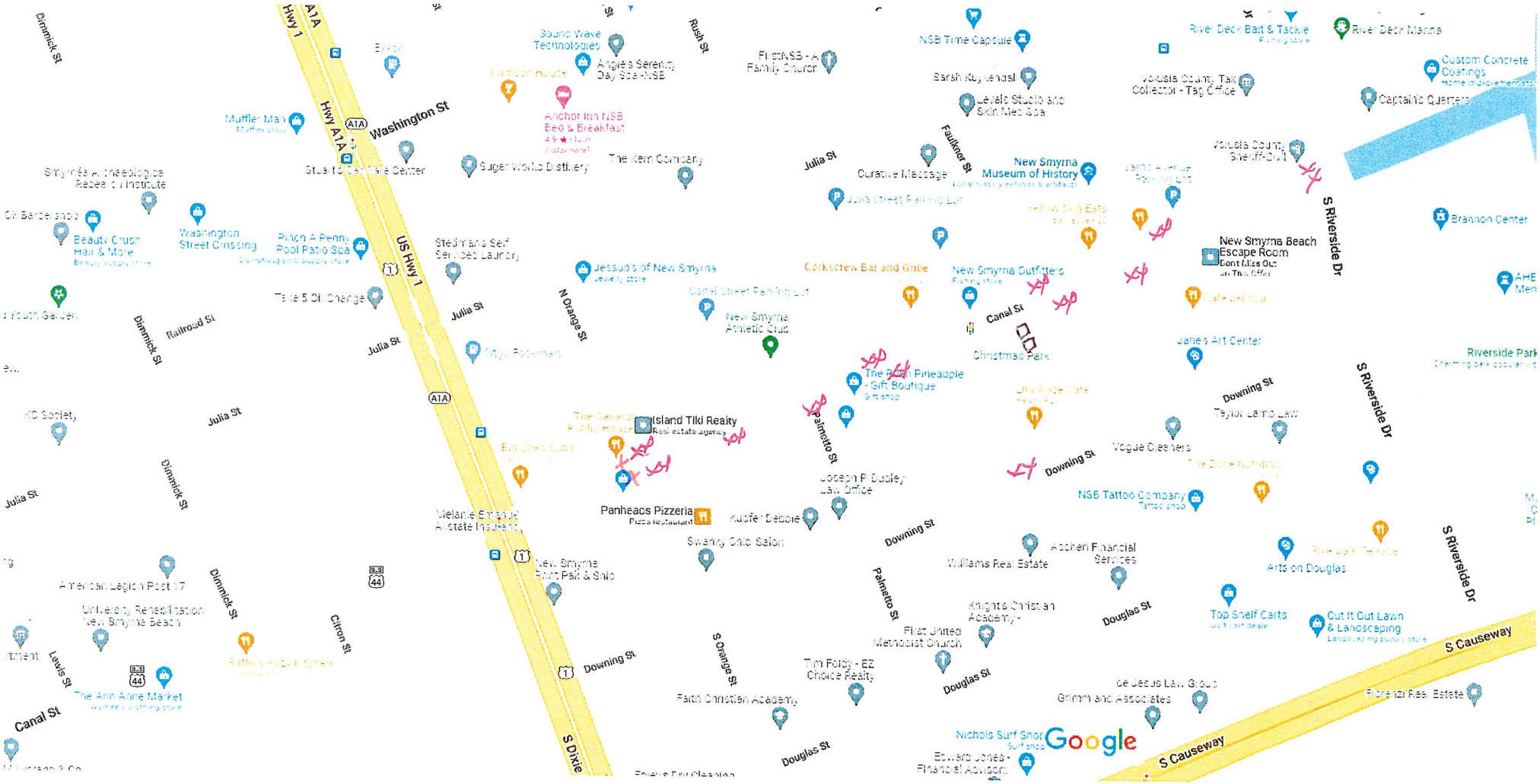
I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name LILLIAN CONRAD Date 9/17/2023

Signature Lillian Conrad

Shark the Spirit

Google Maps Canal St



Map data ©2022 Google 100 ft

□ - Loft-o-lets

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

DISCUSSION: 120 FLAGLER AVENUE OPTIONS

November 14, 2023

Background:

A Request for Proposal was advertised for the lease of the city owned building at 120 Flagler on 6/19/2023. The proposals were due on 7/19/2023. Staff received one proposal from White whales(Real estate office) and after staff reviewed their proposal, they made a recommendation to the city commission on 9/12/2023. The commission approved their proposal and authorized staff to negotiate a contract with White Whales. After a negotiation session with them, they withdrew their proposal due to own re-evaluation and made the decision not to proceed forward.

The city manager reached out to La Fiesta to see why they didn't submit a proposal ; they showed interest in leasing the building since its adjacent to their building to the west. They indicated that now they are interested in purchasing the building rather than leasing.

In order to place the building for sale it requires the following:

1- City Commission approval for RFP for sale.
2- Obtain two appraisals.
3- Advertise for the RFP.
4- If proposals are received, reviewed by staff and make a recommendation to the commission.

Keep in mind the building was purchased to improve the intersection of Flagler Ave and Peninsula. The traffic consultant prepared different scenarios for the intersection improvements, but none was approved by the previous commission.

Several options were presented previously regarding this building:

1- relocate the building on site by moving it NW on the property.
2- Relocate the building to Old Forte Park.
3- relocate the building to another site(TBD).
4- Lease the building.
5- Sell the building.
6- keep the building and use it for city offices and intersection improvements. .

The building was purchased by the Transportation impacts fee funds, so if the building is sold the money has to revert back to the transportation Impact fee fund.

Findings:

Staff is recommending option 5 to Sell the building since the other options were not

considered by the city commission previously except the lease option.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Khalid Resheidat - City Manager

THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

RETIREMENT ADVISORY SERVICES - SAGEVIEW PRESENTATION

November 14, 2023

Background:

In 2020 New Smyrna Beach Utilities conducted an RFP for Retirement Advisory Services and awarded a contract to SageView. SageView provides advisory and fiduciary services along with member education to the NSBU employees. SageView also conducted an RFP/RFQ on behalf of NSBU and was able to identify and negotiate a contract with one service provider that reduced costs associated with the plan(s). The City of New Smyrna Beach seeks to contract with SageView for Retirement Advisory Services to immediately reduce costs associated with our 401(a) and 457b plans through Mission Square and Nationwide immediately.

To ensure our employees have the best fund option for retirement investments, including the most competitive fees, we are selecting SageView as our Retirement Advisor who is experienced in retirement programs to provide advisory and fiduciary services, including plan review and assessment, plan pricing analysis, plan design implementation, Investment Policy Statement (IPS), investment menu due diligence, employee education and investment advice, and will accept fiduciary liability for investment recommendations.

Historically, the 457b plan is used for voluntary employee contributions. The 401a plan is used for employer-only contributions at the rate of 8% of gross wages. Regular, full-time employees and LIUNA employees receive the 8% contribution. In addition, the City offers up to 2% match to those qualified employees who make voluntary contributions to their 457b plan.

SageView will conduct a review of both plans and provide recommendations for improvements, specifically around mutual fund selection, investment management fees, and plan administration fees.

SageView was founded in 1989 and provides consulting services to 1,700 retirement

plans across the US with assets totaling $170 billion. SageView has a Florida office with a team of five who will be assigned to the City of New Smyrna Beach. SageView's first action will be to negotiate lower investment expenses and plan administration fees which will result in direct savings for our employees' retirement accounts. SageView's fees are 0.10 bps (0.10%) of total plan assets; or $20,000 per year; and will be paid as part of the participation fee structure, directly from the Recordkeeper.

Lisa Drake, QPFC, AIF, Retirement Plan Consultant for SageView will give a short presentation.

Fiscal Analysis:

The cost is debited pro-rata from participant accounts. The City of New Smyrna Beach will work with SageView Advisory Group in negotiating recordkeeping costs. Any excess revenue generated from the investments in the Plan will be placed in ad administrative credit account, which will offset the Service Provider's costs.

Strategic Plan Item:

No

Staff Report Created By: Heather Kidd - Director of Human Resources

Attachments:

Executive Summary - SageView Overview to City of New Smyrna Beach.pdf
SageVeiw SunBiz Regitration.pdf
City of New Smyrna Beach 3(21) Advisory Agreement 2023 DRAFT.pdf

SageView Advisory Group Overview to City of New Smyrna Beach

Lisa M. Garcia, AIF, QPFC

T: 407-791-3562

E: Lgarcia@sageviewadvisory.com

City of New Smyrna Beach & SageView Advisory Partnership

Benefits to the City and City Employees:

- **Fiduciary Investment Oversight** – SageView will improve investment option offering by providing independent investment recommendations free from conflict of interest. Will result in lower cost and better performing investment options offered to employees.
  - Currently 12 funds on the watch-list on the Nationwide Plan and 8 funds on the watch list on the MissionSquare Plan
  - Revenue to vendors imbedded in investment expenses
- **Reduce Plan Administrative Costs** – SageView will negotiate vendors' revenue and benchmark routinely as Plan assets continue to grow
  - Current admin cost is $10k to Nationwide and $56k to MissionSquare. The vendor revenue on both plans benchmark higher than peer group.
  - SageView to negotiate pricing on your behalf based on benchmarking study and RFQ project facilitated by SageView. Projected admin costs approximately $30k per year. *(benchmarking summary and case studies attached for reference)*
- **Employee Financial Education** – SageView will provide financial wellness webinars, group and one-on-one financial education and investment advice provided to all employees.
- **Vendor Management** – Act as a liaison to improve vendor services and address administrative and compliance items as they come up

Plan Costs Proposed Budget

Cost to add SageView Fiduciary Investment Advisor:

- Cost of 0.10% ($20,000 minimum) can be paid by the Plan and based on the projected savings can be completely offset with the result being lower overall plan costs
- Paid by employees in the Plan, as they do for MissionSquare and Nationwide's services.

	Current Costs	Proposed Costs
Investment Expenses	$102,373	$47,515
RK Revenue (from revenue sharing)	$65,785	0%*
Mission Square & Nationwide Revenue	$65,785	$29,697
Investment Fiduciary	0%	$20,000
Total Plan Admin Costs	$65,785	$49,697
Total Plan Costs (Investment Expenses + Admin Costs)	$102,373	$97,212

**Rather than have the provider costs included or 'offset' by the investment expenses, we recommend, a transparent and disclosed fee arrangement, independent of the investment expenses.*

Calculations based on combined (invested) assets of $14,848,576; excludes $2.8 million in Nationwide Fixed Fund). Nationwide and MissionSquare revenue excludes managed account fees.

City of New Smyrna Beach Retirement Plans Summary

	Plan Demographics	Investment Menu	Total Cost Inc. Investment Expenses	Vendor Revenue
457(b) Plan *(Nationwide)*	$3,268,311 *(66 participants)*	*22 Investment Options plus Target Date Funds (proprietary)* ***43% of assets in Nationwide Fixed*** *12 Funds on the Watch-List plus the Target Date Funds*	0.85% *(excluding Fixed account)*	0.62% $9,977
401(a) & 457(b) Plans *(MissionSquare)*	$13,885,431 *(156 and 182 participants)*	*35 Investment Options plus Target Date Funds (proprietary)* ***24% of assets in MSQ Plus Stable Value Fund*** *8 Funds on the Watch-List*	0.67%	0.42%* $55,808
Total Assets & Revenue	**$17,153,742**			**$65,785 0.44%** *(excluding Fixed account)*

**0.20% of the revenue is from 'Investment Management'*

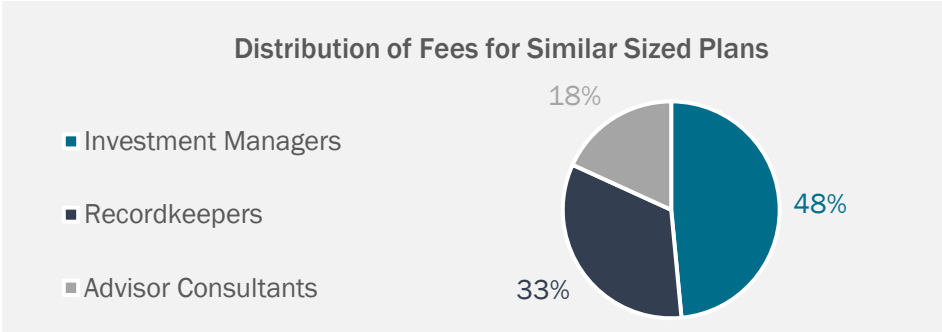
MissionSquare's revenue excludes managed account (Guided Pathways) fees.

Nationwide's revenue excludes managed account (ProAccount) fees.

SAGE VIEW 462

Plan Costs Benchmarking Summary – Aggregate Basis

Fiduciary Benchmarks



		City of New Smyrna Beach Current Plan Cost (Aggregate/Weighted)	Peer Group Average
401(a) and 457(b) Plan Benchmark	Total Plan Costs	0.70%	0.46% – 0.87%
	Recordkeeper's Cost	0.38%	0.12% – 0.26%
	Advisor/Consultant Cost	0.00%	0.15% – 0.25%

Benchmark based on a plan with assets of $16 - $18 Million and between 204 – 290 participants.

SAGE VIEW 463

Plan Costs Benchmarking Summary – Plans Individually

Benchmark against peer group based on plan size:

- Current plan cost for the City of New Smyrna Beach

		Current New Smryna Beach Plan Cost	Peer Group Average
Nationwide 457(b) Plan ($3.3 Million)	Total Plan Costs	0.85%	0.68% – 1.39%
	Nationwide Revenue	0.62%	0.25% – 0.52%
MSQ 401(a) & 457(b) Plans ($14 Million)	Total Plan Costs	0.67%	0.50% – 0.89%
	MissionSquare Revenue	0.67%	0.15% – 0.28%

CASE STUDIES & BENCHMARKING SUMMARY

Plan Cost Benchmarking & Vendor RFP Case Study

New Smyrna Beach Utilities

Plan Demographics: 401(a) & 457(b) Plan, $19 Million in assets, 158 employees

	Current	New
Vendors	2 Recordkeeping Providers	Consolidate to 1 Provider
Recordkeeping Fees	0.79% or $150,000 (combined) *(approx. $957 per employee)* • ICMA – 0.91% • Principal – 0.54%	Total fees - 0.07% or $13,300 *(approx. $200 per employee)*
Investment Expenses	Multiple Investment Menus • ICMA – 1.28% • Principal – 0.90%	One Streamlined Investment Menu • Weighted investment expenses: 0.23%
Investment Options	38+ Target Date Funds	15+ Target Date Funds

Case Study –RFP Vendor Consolidation & Investment Changes

City of Cocoa

457(b) Plan: $14,000,000 in assets and 225 participants

	Before	After
Vendors	3 Recordkeeping Providers	Consolidate to 1 Provider
Recordkeeping Fees	$96,144 (combined cost) • ICMA – 1.03% • Empower – 0.26% • Nationwide – 0.88%	$25,000 (new cost) • ICMA: 0.18%
Investment Expenses	Multiple Investment Menus • Avg. Expense Ratio: 1.14%	One Streamlined Investment Menu • Avg. Expense Ratio: 0.42%
Investment Options	Up to 49 Investment Options Offered	22 + Target Date Funds

Case Study –RFP Vendor Consolidation & Investment Changes

City of Mount Dora
457(b) Plan: $10,000,000 assets and 200 participants

	Before	After
Vendors	2 Recordkeeping Providers	1 Recordkeeping Provider
Recordkeeping Fees	$89,515 (combined cost) • MissionSquare– 1.00% • Nationwide – 0.81%	$89,515 (combined cost) • MissionSquare – 0.20% • Nationwide – 0.28% $16,000 *(total cost; consolidated)* • Empower - 0.16%
Investment Expenses	Multiple Investment Menus • Investment Expenses: 0.97% - 1.29%	One Streamlined Investment Menu • Investment Expenses: 0.35%
Investment Options	Up to 52 Investment Options Offered	Up to 30 Investment Options

SAGE VIEW 468

Detail by Entity Name

Foreign Limited Liability Company
SAGEVIEW ADVISORY GROUP, LLC

Filing Information

Document Number	M23000001286
FEI/EIN Number	33-0818667
Date Filed	01/30/2023
State	CA
Status	ACTIVE

Principal Address

4000 MACARTHUR BLVD., STE. 1050
NEWPORT BEACH, CA 92660

Mailing Address

4000 MACARTHUR BLVD., STE. 1050
NEWPORT BEACH, CA 92660

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title MGR

HENDRICKSON, MARK
4000 MACARTHUR BLVD., STE. 1050
NEWPORT BEACH, CA 92660

Title MGR

LONG, RANDALL C
4000 MACARTHUR BLVD., STE. 1050
NEWPORT BEACH, CA 92660

Title MGR

UPHAM, JONATHAN T
4000 MACARTHUR BLVD., STE. 1050
NEWPORT BEACH, CA 92660

Annual Reports

No Annual Reports Filed

Document Images

01/30/2023 -- Foreign Limited | View image in PDF format

RETIREMENT PLAN INVESTMENT ADVISORY SERVICES AGREEMENT – 3(21)

Name of Plans: City of New Smyrna 401(a) Plan, City of New Smyrna Beach 457(b) Plans

Name of Employer: City of New Smyrna Beach

Effective Date: _____

This Agreement is entered into between SageView Advisory Group, LLC, ("SageView"), having its principal offices at 4000 MacArthur Blvd., Suite 1050, Newport Beach, CA 92660, and the employer named above ("Client"), having its principal place of business at 210 Sams Avenue, New Smyrna Beach, FL 32168. The Agreement is effective as of the date set forth above, with respect to Services to be provided by SageView for the benefit of the above named plan (the "Plan") in accordance with the terms and conditions of this Agreement. In the event of any conflict between the provisions contained in the body of this Agreement and in the Schedules, the provisions in the Schedules shall control.

Client sponsors and maintains the Plan, which may or may not be qualified under Section 401(a), 401(k), 403(b), 408, or 457(b) of the Internal Revenue Code of 1986, as amended, and/or subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

1. SERVICES & COMPENSATION

- **SERVICES**

Client authorizes and engages SageView to render the Plan the Non-Discretionary and/or Discretionary Fiduciary Services described on Schedule A (collectively, "Fiduciary Services") and/or Non-Fiduciary Services (described on Schedule B the "Non-Fiduciary Services," and referred to collectively with the Fiduciary Services as the "Services").

(a) In providing Services, Client acknowledges that SageView has no responsibility to provide any Services hereunder with respect to the following types of assets: employer securities, real estate (but excluding real estate funds and publicly traded REITS), participant loans, non-publicly traded securities or assets (other than Collective Investment Funds or non-publicly traded securities or assets recommended by SageView), other illiquid investments, or brokerage window programs (collectively, "Excluded Assets"). Non-Excluded Assets are "Included Assets".

Client further acknowledges that SageView shall have no authority or responsibility to provide Services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding such securities.

(b) In performing the Non-Discretionary Fiduciary Services under this Agreement, SageView has agreed to act as a fiduciary and non-discretionary investment adviser of the Plan as provided for in Section 3(21)(A)(ii) of ERISA, and as a registered investment adviser under the Investment Advisers Act of 1940, as amended ("Act"). If Client has engaged SageView to perform the Discretionary Fiduciary Services under this Agreement as shown on Schedule A, SageView has agreed to act as a fiduciary and discretionary investment manager of the Plan as provided for in Sections 3(21)(A)(i) and 3(38) of ERISA, and as a registered investment adviser under the Act. In performing any of the Fiduciary Services, SageView does not act as, nor has SageView agreed to assume the duties of, a trustee of the Plan or as Plan Administrator (as such term is defined under ERISA), and SageView's discretion, if any, is limited to the functions set forth on Schedule A with respect to investments but no discretion to interpret the

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Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.

In performing the Non-Fiduciary Services under this Agreement, SageView will not act as a fiduciary. Further, SageView does not serve as a custodian for the Plan and does not take custody of Plan assets.

SageView will perform the Fiduciary Services described in Schedule A to the Plan in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B), provided, however, that nothing in this Agreement shall be deemed to limit any responsibility that SageView may have to Client to the extent such limitation would be inconsistent with applicable laws, including securities laws.

(c) SageView shall not, and cannot, provide legal or tax advice to Client or the Plan. Client agrees to seek the advice of its legal counsel as to matters that might arise relating to the operations and administration of the Plan.

(d) Client acknowledges that SageView is entitled to rely upon all information necessary for it to carry out its duties hereunder that is provided by Client, Client's representatives or Client's other service providers without independent verification by SageView. Client represents that all such information provided to SageView is and shall be true, correct and complete in all material respects. Client agrees to promptly notify SageView in writing of any material change in the information provided to SageView and to promptly provide any such additional information as may be reasonably requested by SageView.

- **DISCRETIONARY AUTHORITY**

If SageView is acting to provide Discretionary Fiduciary Services, the following shall apply to the discretionary power and authority granted to SageView:

(a) SageView shall have full power and authority to select, monitor, remove and replace the investment options offered under the Plan, consistent with the objectives, written guidelines and/or investment objectives set forth in the written investment policy statement ("IPS") accepted and adopted by Client.

(b) SageView is not responsible for placing trades or entering orders for securities transactions with respect to Plan assets or for the execution of any such orders. The placing and execution of trades in Plan assets will be the responsibility of the Plan recordkeeper or custodian. SageView may direct the custodian or recordkeeper, as the case may be, to replace an investment option offered under the Plan.

- **FEES AND EXPENSES**

(a) Client authorizes SageView to charge the fees associated with the selected Services described in Schedules A and B as either (i) a percentage of assets or (ii) an annual flat fee, as mutually agreed (the "Fees"). The Plan will be obligated to pay SageView's Fees unless the Client determines to pay the Fees directly.

Fees paid as a percentage of assets are based on the fair market value of the Included Assets on the last trading day of the quarter to be billed as reported by the Plan custodian, and will be paid quarterly in arrears. Fees paid as an annual flat fee shall be paid quarterly in arrears. Fees may be paid (i) by Client directly, or (ii) paid out of Plan assets pursuant to Client's written instructions to the Plan recordkeeper or custodian to calculate and remit fees directly to SageView. All Fees shall be prorated for partial quarters or applicable fee calculation periods.

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(b) Client acknowledges that certain mutual funds, investment funds, other investment companies or their distributors which offer investment alternatives under the Plan may from time to time pay fees such as 12b-1 fees, sub-transfer agency fees and/or similar fees to service providers to the Plan. SageView charges and receives only the fees as set forth in this Agreement and does not receive any additional direct or indirect fees or compensation from any mutual fund, investment company, investment fund, fund distributor, or other third party in connection with the performance of the Services. If SageView receives any other compensation for Services, SageView will disclose the amount of such compensation, the services provided for such compensation and the payer of such compensation to Client in accordance with Section 5 and will offset that compensation against its stated fees.

(c) Client agrees to reimburse SageView for all reasonable out of pocket expenses incurred by it in connection with the Services provided hereunder. All expenses must be approved in advance by Client, including legal and travel costs.

2. TERMINATION

This Agreement shall continue until terminated by either party with or without cause upon 90 days prior written notice to the other party. The effective date of the termination will be effective 90 days after written notification is given. In the event of a termination by either party, SageView's annual compensation will be deemed earned on a pro-rata basis and SageView will be entitled to receive compensation up to the date the termination takes effect. In the event of termination, SageView will use reasonable efforts to assist Client in arranging a smooth transition process to a new investment manager and/or advisor. Upon termination, SageView will have no further obligation under this Agreement to act or advise Client with respect to Services.

3. BOOKS AND RECORDS

Client is entitled to copies of all reports and/or documents relating to its account. SageView will not, however, retain files (other than contracts) for more than seven years. Client shall provide SageView with any information it reasonably requests, and SageView may rely on information received from Client, Client's representatives or Client's other service providers without independent verification.

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements executed and to be performed entirely within Forida, without regard to its conflicts of law provisions, except to the extent state law is preempted by federal law.

5. REPRESENTATIONS AND ADDITIONAL COVENANTS

Representations of Client. Client represents and warrants as follows:

(a) It is the "Responsible Plan Fiduciary" (unless another person has been designated as such by Client and is identified on the signature page) with respect to the control and/or management of the assets of the Plan, in accordance with the requirements of ERISA. As such, Client has the power and authority to appoint SageView as an advisor under the terms of the Plan, and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties.

(b) The person signing the Agreement on behalf of Client has been delegated all necessary authority to do so.

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(c) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. If Client is a corporation, the signatory on behalf of such Client represents that the execution of the Agreement has been duly authorized by appropriate corporate action and agrees to provide such supporting documentation as may be reasonably required by SageView.

(d) Client (and the Responsible Plan Fiduciary, if different than the Client) undertake to review and consider the disclosures made by SageView (including in this Agreement and the Form ADV Part 2), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like. Client (and the Responsible Plan Fiduciary, if different than Client) acknowledges receipt of this Agreement, which contains the disclsoures required by ERISA Regulation Section 2550.408b-2(c), including the disclsoure as to SageView's status as a fiduciary and a registered investment adviser under the Act, and SageView's Form ADV Part 2 reasonably in advance of entering into this Agreement.

(e) Client acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance. SageView does not guarantee the future performance of the Plan investments or of any Participant account, or any specific level of performance, or the success of any investment decision or strategy that SageView may use, or the overall success of SageView's management of the Plan.

(f) The Plan and related Trust permit payment of Fees out of Plan assets. Client has determined that the Fees charged by SageView are reasonable and, if paid out of Plan assets, are a proper obligation of the Plan.

Representations of SageView. SageView represents and warrants as follows:

(a) It is registered as an investment adviser under the Act.

(b) It has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement that have not been obtained.

(c) It will disclose to the Client any change to the information in this Agreement required to be disclosed by SageView under ERISA Regulation Section 2550.408b-2(c)(1)(iv) as soon as practicable but no later than sixty (60) days from the date on which SageView is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond SageView's control, in which case the information will be disclosed as soon as practicable).

(d) It will disclose within thirty (30) days following receipt of a written request of the Responsible Plan Fiduciary or Plan Administrator (unless such disclosure is precluded due to extraordinary circumstances beyond SageView's control, in which case the information will be disclosed as soon as practicable) all information related to this Agreement and any compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder, as required under ERISA Regulation Section 2550.408b-2(c)(1)(vi)(A).

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(e) If SageView makes an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv) or (vi), SageView will disclose to Client the corrected information as soon as practicable but no later than thirty (30) days from the date on which SageView knows of such error or omission.

6. ARBITRATION CLAUSE

To the extent permitted by law, all controversies between Client and SageView, which may arise out of or relate to any of the Services provided by SageView under this Agreement, or the construction, performance or breach of this or any other Agreement between SageView and Client, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Volusia County, Florida, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.

7. MISCELLANEOUS

(a) This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings and negotiations with respect to such matters.

(b) This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment or waiver is (i) in writing and signed by the party agreeing to the modification, or (ii) in the manner set forth in Section 7(c).

(c) SageView may propose to increase or otherwise change the Fees charged, or to change the Services provided by giving Client at least sixty (60) days advance notice of the proposed change. The notice shall be given in the manner described in Section 7(g) below. The notice will (1) explain the proposed modification of the Fees or Services; (2) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the Services; (3) identify the effective date of the change; (4) explain Client's right to reject the change or terminate this Agreement; and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the proposed change(s) before the date on which the change(s) become effective Client will be deemed to have consented to the proposed change(s).

If Client rejects any change to this Agreement proposed by SageView, SageView shall not be authorized to make the proposed change. In that event Client shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond 60 days as may be agreed by SageView) to locate a service provider in place and instead of SageView. If at the end of such additional sixty (60) day period (or such additional time period as agreed by SageView), the parties have not reached agreement on the proposed changes, this Agreement shall automatically terminate.

(d) Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

(e) Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or the Plan or any other party may have under ERISA or federal or state securities laws.

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(f) Neither SageView nor Client may assign this Agreement without the consent of the other party; provided, however, that in the event of a change in control or ownership of SageView that would result in an "assignment" of this Agreement under the Advisers Act, SageView will provide written notice to Client, and Client will be deemed to consent to the assignment unless Client notifies SageView otherwise within 30 days from the date of SageView's notice.

(g) Any and all notices, advice, or reports required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service, (iv) sent via email, or (v) sent via facsimile.

Electronic Communications: Client expressly agrees to accept electronic communication of any notice, advice, or report in lieu of a printed copy, including applicable disclosure documents and disclosures required under ERISA section 408(b)(2) at the email address listed on the signature page or such other email address as Client may designate in writing to SageView. Client may revoke this consent at any time by providing notice to SageView pursuant to this Section 7(g).

(h) Client understands that SageView performs, among other things, retirement plan investment consulting, retirement plan fiduciary consulting, retirement plan design consulting, and portfolio management services for other clients. Client recognizes that SageView may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Client) that may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose on SageView any obligation to advise Client with respect to the Plan, including the Services provided by SageView under this Agreement in the same manner as it may advise any of its other clients. Client also acknowledges that SageView may, by reason of its other such activities as described above, from time to time acquire confidential information. Client acknowledges and agrees that SageView is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

8. INDEMNIFICATION

Each party, to the fullest extent permitted by law, hereby agrees to indemnify and hold the other party harmless from and against any claims, actions, damages, liabilities or obligations of any kind and nature (including, without limitation, reasonable legal fees, costs of court and costs of any investigation or administrative proceeding brought by any governmental agency) ("Liabilities") to the extent that such Liabilities arise from or are in connection with the party's negligence, willful misconduct, bad faith, failure to perform or breach of any of its obligations under this Agreement, ERISA, or other applicable federal or state law. Notwithstanding the foregoing, unless otherwise required by ERISA or other applicable law, in no event shall SageView (i) be liable to Client, (ii) have any obligation to indemnify Client, or (iii) have any liability to any Plan participants, with respect to (A) any general market decline, (B) investment losses directly resulting from either Client's failure to follow SageView 's investment advice, or (C) a Plan participant's claim of breach of fiduciary duty committed by Client or any other Plan fiduciary; provided, however, that nothing in this Section or the Agreement shall be construed to relieve SageView of any liability for its own failure to fulfill its obligations under applicable federal and state law (including ERISA), any breach of its fiduciary duty in performing services contemplated by this Agreement, or for its acts or omissions that are the result of SageView's gross negligence, willful misconduct or bad faith. Each party shall cooperate with the other party in connection with the defense of any matter subject to indemnification hereunder. Additionally Client agrees to indemnify SageView from any claims related to the Client's decision to use plan revenue sharing to pay plan expenses. Client acknowledges that

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SageView does not have the authority or control over the Client's decisions as it relates to the use of plan revenue sharing.

9. CONFIDENTIAL INFORMATION

All information and advice furnished by either of the parties to the other will be treated as confidential and will not be disclosed to third parties except as required by law, as required to perform the Services, as described in SageView's Privacy Notice, or as otherwise mutually agreed upon in writing by SageView and Client. Client acknowledges receipt of SageView's Privacy Notice.

10. EXECUTION

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written above.

By: _____ Date: _____

Name: Jon Upham, President
Company: SageView Advisory Group, LLC.
Email: jupham@sageviewadvisory.com

ACCEPTED AND AGREED:

By: _____ Date: _____

Name:
Client: City of New Smyrna Beach
Email:
Title:

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SageView Fees

The services listed on Schedule A and B are included in the below fee unless specifically listed under the respective service being provided.

The Fee shall be an annual fee of 0.10% (10 basis points) of plan assets, subject to a minimum annual fee of $20,000.00, invoiced quarterly in arrears, due upon receipt.

SCHEDULE A
FIDUCIARY SERVICES

SageView shall perform the following core Non-Discretionary Fiduciary Services for the Plan.

NON-DISCRETIONARY FIDUCIARY SERVICES

Investment Policy Services (IPS): SageView ____ Client ____

SageView will gather information regarding the Plan's investment policies and objectives and provide Client with information to be used in developing a written IPS. Alternatively, if the Plan has an existing IPS, SageView will review the existing IPS and assist Client in determining whether the Plan is performing consistent with the IPS and/or whether the IPS needs to be revised, based on an analysis of the Plan's asset class and risk tolerance guidelines, liquidity requirements, and performance goals. The IPS shall be based on generally accepted investment theories and prevailing industry practices. Client must consider the demographics and needs of its workforce when considering the objectives of the IPS. Client retains sole discretion to accept and adopt the IPS.

Fee: *Included in fee*

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SCHEDULE B
NON-FIDUCIARY SERVICES

In performing the following additional Non-Fiduciary Services, SageView will not be acting as a fiduciary under ERISA or the Investment Advisers Act of 1940 and will not be held to a fiduciary standard of care.

Strategic Planning: SageView ____ Client ____

SageView will conduct strategic planning sessions to assist Client in reviewing current performance and plan structure (periodic reports), and assist Client in establishing future objectives and strategies for the Plan, but SageView shall not be responsible for whether the plan complies with legal requirements in form or operation. SageView will also identify and assist with vendors and service providers and keep Client informed of all developments in this regard. Client hereby authorizes SageView to assist Client in discussions and transactions with Plan service providers.

Fee: *Included in fee*

Participant Education and Communication: SageView ____ Client ____

SageView will conduct initial and/or periodic enrollment and informational meetings with Plan participants (2 days per year, up to 4 meetings per day). At these meetings, SageView will provide Plan participants with plan-related "investment education" (as that term is defined by the Department of Labor ("DOL") regulations and/or guidance (e.g., DOL Interpretive Bulletin 1996-1). SageView may provide Plan participants with information about the Plan, general financial and investment information and information and materials relating to asset allocation models available through the Plan. SageView may also provide Plan participants with interactive investment materials to assist Plan participants in assessing their future retirement income needs and the impact of different asset allocations on retirement income. A Plan participant joining or terminating employment may be contacted by SageView to answer questions and review their options relating to the participant's transition into or out of the Plan. SageView may use data provided by the recordkeeper or from publicly available sources to assist in consulting the transitioning participant. Under this service SageView does not render individualized investment advice to Plan participants and will not be held to an ERISA fiduciary standard for services rendered hereunder.

Fee: *Includes 2 days of education. Additional days will be $1,500 per day, if needed.*

Plan Provider-Administrator Benchmarking/Review: SageView ____ Client ____

SageView will assist Client in designing and conducting a provider-administrator analysis (Request for Proposal—RFP) and manage implementation or conversion of a new service provider. SageView will not render individualized investment advice to the Plan for services rendered hereunder and, thus, will not be held to an ERISA fiduciary standard with respect to such services.

Fee: *An initial Provider RFP is included in the fee; thereafter, if another RFP is needed, the Fee shall be a flat fee of $7,500 to be billed on delivery of the analysis.*

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Plan Fee Benchmarking/Review: SageView ____ Client ____

SageView will conduct a periodic annual review of plan fees and costs charged to the Plan by all service providers to assist Client in discharging its duty to monitoring the reasonableness of fees and costs paid by the Plan. SageView will not render individualized investment advice to the Plan for services rendered hereunder and, thus, will not be held to an ERISA fiduciary standard with respect to such services.

Fee: *Included in fee*

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SCHEDULE M
MARKETING PERMISSION

City of New Smyrna Beach is granting SageView permission the use of its name and logos in SageView marketing materials and information disclosure during the marketing process.

SageView prepares marketing materials to show to potential clients that may include logos of current clients. The use of these names and logos is to show representative clients based on various factors including industry or size. City of New Smyrna Beach grants permission to SageView to utilize its logo and name in marketing pieces.

At various times, SageView may receive requests to provide representative client names based on size or particular industry by prospective clients during the marketing and sales process. City of New Smyrna Beach agrees to allow SageView to provide its name to SageView prospects when requested to show current SageView clients with similar characteristics.

ACCEPTED AND AGREED:

By: _____ Date: _____

Client: City of New Smyrna Beach
Name:
Email:
Title:

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SageView Advisory Group, LLC

PRIVACY NOTICE REGARDING CLIENT PRIVACY AS REQUIRED BY REGULATION S-P & REGULATION S-AM

Maintaining the trust and confidence of our clients is a high priority. That is why we want you to understand how we protect your privacy when we collect and use information about you, and the steps that we take to safeguard that information. This notice is provided to you on behalf of SageView Advisory Group, LLC.

Information We Collect: In connection with providing investment products, financial advice, or other services, we obtain non-public personal information about you, including:

- Information we receive from you on account applications, such as your address, date of birth, Social Security Number, occupation, financial goals, assets and income;
- Information about your transactions with us, our affiliates, or others; and
- Information received from credit or service bureaus or other third parties, such as your credit history or employment status.

Categories of Information We Disclose: We may only disclose information that we collect in accordance with this policy. SageView Advisory Group, LLC does not sell customer lists and will not sell your name to telemarketers.
Categories of Parties to Whom We Disclose: We will not disclose information regarding you or your account at SageView Advisory Group, LLC, except under the following circumstances:

- To entities that perform services for us or function on our behalf, including financial service providers, such as a clearing broker-dealer, investment company, or insurance company, other advisers;
- To consumer reporting agencies;
- To third parties who perform services or marketing, client resource management or other parties to help manage your account on our behalf;
- To your attorney, trustee or anyone else who represents you in a fiduciary capacity;
- To our attorneys, accountants or auditors; and
- To government entities or other third parties in response to subpoenas or other legal process as required by law or to comply with regulatory inquiries.

How We Use Information: Information may be used among companies that perform support services for us, such as data processors, client relationship management technology, technical systems consultants and programmers, or companies that help us market products and services to you for a number of purposes, such as:

- To protect your accounts/non-public information from unauthorized access or identity theft;
- To process your requests such as securities purchases and sales;
- To establish or maintain an account with an unaffiliated third party, such as a clearing broker-dealer providing services to you and/or SageView Advisory Group, LLC;
- To service your accounts, such as by issuing checks and account statements;
- To comply with Federal, State, and Self-Regulatory Organization requirements;
- To keep you informed about financial services of interest to you.

Regulation S-AM: Under Regulation S-AM, a registered investment adviser is prohibited from using eligibility information that it receives from an affiliate to make a marketing solicitation unless: (1) the potential marketing use of that information has been clearly, conspicuously and concisely disclosed to the consumer; (2) the consumer has been provided a reasonable opportunity and a simple method to opt out of receiving the marketing solicitations; and (3) the consumer has not opted out. SageView Advisory Group, LLC does not receive information regarding marketing eligibility from affiliates to make solicitations.

Regulation S-ID: Regulation S-ID requires our firm to have an Identity Theft Protection Program (ITPP) that controls reasonably foreseeable risks to customers or to the safety and soundness of our firm from identity theft. We have developed an ITPP to adequately identify and detect potential red-flags to prevent and mitigate identity theft.

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California Consumer Privacy Act: The California Consumer Privacy Act (CCPA) provides California residents with rights to receive certain disclosures regarding the collection, use, and sharing of "Personal Information," as well as rights to know/access, delete, and limit sharing of Personal Information. The CCPA defines Personal Information to mean "information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household." As a financial services organization, much of the information we collect is exempt from the CCPA because it is covered by a federal or state financial privacy laws, such as the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act and the Health Insurance Portability and Accountability Act. In addition, some information we collect maybe exempt because it is considered public information (i.e., it is made available by a government entity).

To the extent that we collect Personal Information that is subject to the CCPA, your rights as a California resident to request access and deletion of that information are described below.

We do not sell your Personal Information to third parties. However, as described in this policy, we do share information with third parties and service providers for business purposes.

Right to Know/Access Information: You have the right to request access to Personal Information collected about you and information regarding the source of that information, the purposes for which we collect it, the categories of third parties with whom we share it, and the specific pieces of Personal Information we have collected about you.

Right to Request Deletion of Information: You have the right to request in certain circumstances that we delete any Personal Information that we have collected directly from you.

How to Submit a Request: You may submit a request to exercise your California privacy rights by contacting us at: SageView Advisory Group, LLC, 4000 MacArthur Blvd., Suite 1050, Newport Beach, CA 92660; (800) 814-8742.

Our Security Policy: We restrict access to nonpublic personal information about you to those individuals who need to know that information to provide products or services to you and perform their respective duties. We maintain physical, electronic, and procedural security measures to safeguard confidential client information.

Closed or Inactive Accounts: If you decide to close your account(s) or become an inactive customer, our Privacy Policy will continue to apply to you.

Complaint Notification: Please direct complaints to: Sharina Merid at SageView Advisory Group, LLC, 4000 MacArthur Blvd., Suite 1050, Newport Beach, CA 92660; (800) 814-8742.

Changes to This Privacy Policy: If we make any substantial changes in the way we use or disseminate confidential information, we will notify you. If you have any questions concerning this Privacy Policy, please contact us at: SageView Advisory Group, LLC, 4000 MacArthur Blvd., Suite 1050, Newport Beach, CA 92660; (800) 814-8742.

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THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 75-23: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD ANNEX APPROXIMATELY 0.33 ACRES OF LAND LOCATED AT 1409 ENTERPRISE AVENUE.

November 14, 2023

Background:

Applicant: Levarne Carter Jr., 615 Washington Street, New Smyrna Beach, Florida 32168

Property Owner: Bethel Baptist Church of New Smyrna Beach, 1407 Enterprise Avenue, New Smyrna Beach, Florida 32168

Request: Voluntary annexation:

- **From:** Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 0.33 ± acres
- **Location:** Northeast corner of Spruce Street and Enterprise Avenue addressed as 1409 Enterprise Avenue.

Tax I.D. Number: 7418-01-13-0040

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 to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 1409 Enterprise Avenue currently has a single-family house. 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 and zoning designations that would be as similar as possible to existing County designations. The existing County FLU designation is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU designation 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 1409 Enterprise Avenue has a 6-inch PVC water line in the Enterprise Avenue right-of-way, an 8-inch VCP sewer line in the Spruce Street right-of-way but is located over 100 feet from this parcel. Reclaim service is 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 1409 Enterprise Avenue currently has a single-family house with no plans to increase density 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**.

All required notifications and advertising per the Florida Statues, City Land Development Regulations, and Inter Local Service Boundary Agreement for the Planning and Zoning Board has been done.

Recommendation:

At its regular scheduled meeting on October 2,2023 The Planning and Zoning Board voted, 7-0, to give the City Commission a positive recommendation to **approve** the annexation application.

Staff recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:

N/A

Strategic Plan Item:

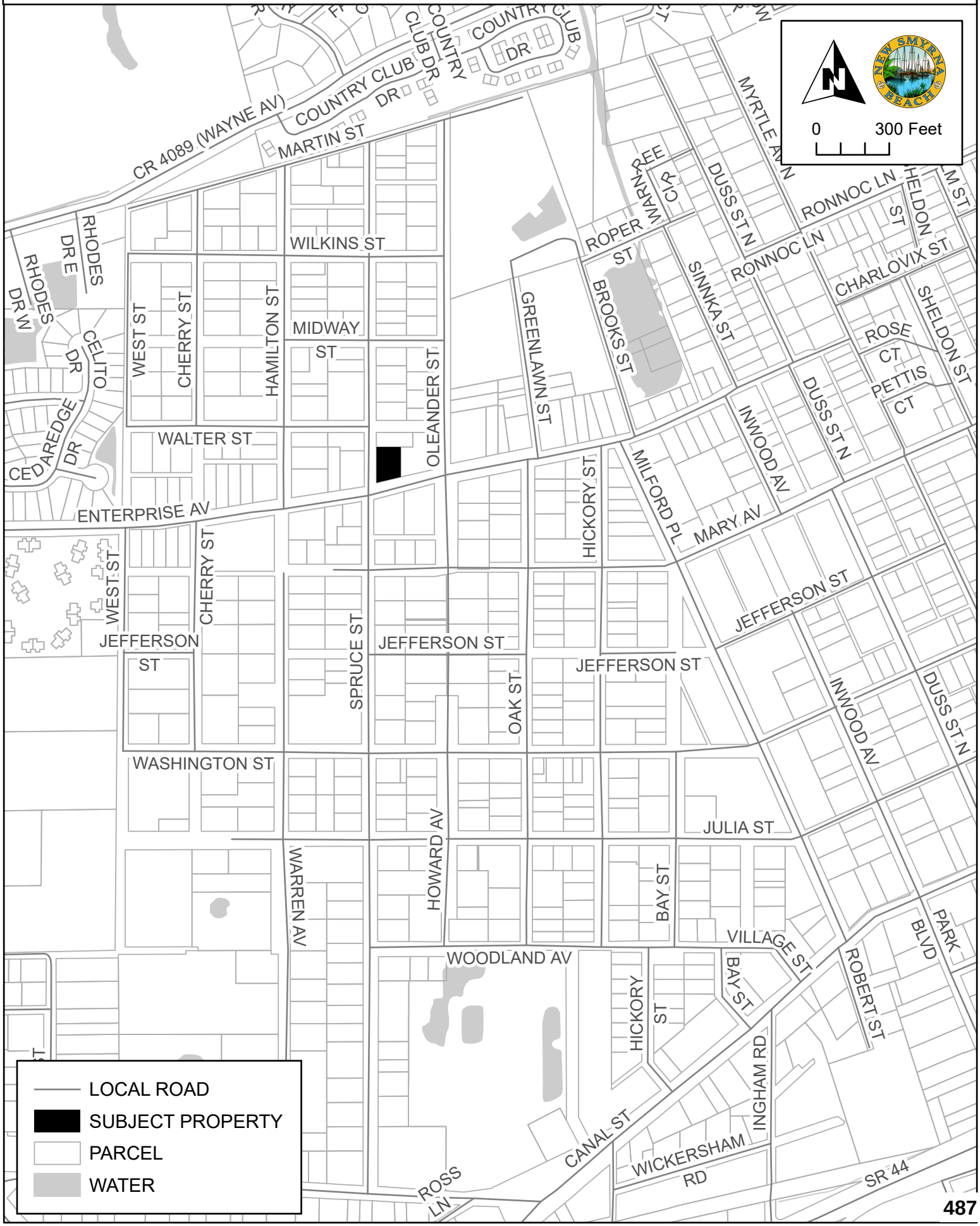
Yes

Staff Report Created By: Robert Mathen - Planner II

Attachments:

A-18-23 Exhibit A Location Map.pdf
A-18-23 Exhibit B Aerial Map.pdf
A-18-23 Exhibit C Existing Land Use Map.pdf
A-18-23 Exhibit D Water and Sewer Service Area Map.pdf
A-18-23 Exhibit E Soil Limitation for Septic Systems Map.pdf
A-18-23 Exhibit F Commission Zones Map.pdf
A-18-23 Exhibit G Interlocal Service Boundary Agreement Map.pdf
A-18-23 Exhibit H Legal Description.pdf
A-18-23 Exhibit I Warranty Deed.pdf
Ord 75-23 Annexation 1409 Enterprise Ave.pdf

A-18-23: 1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040 LOCATION MAP

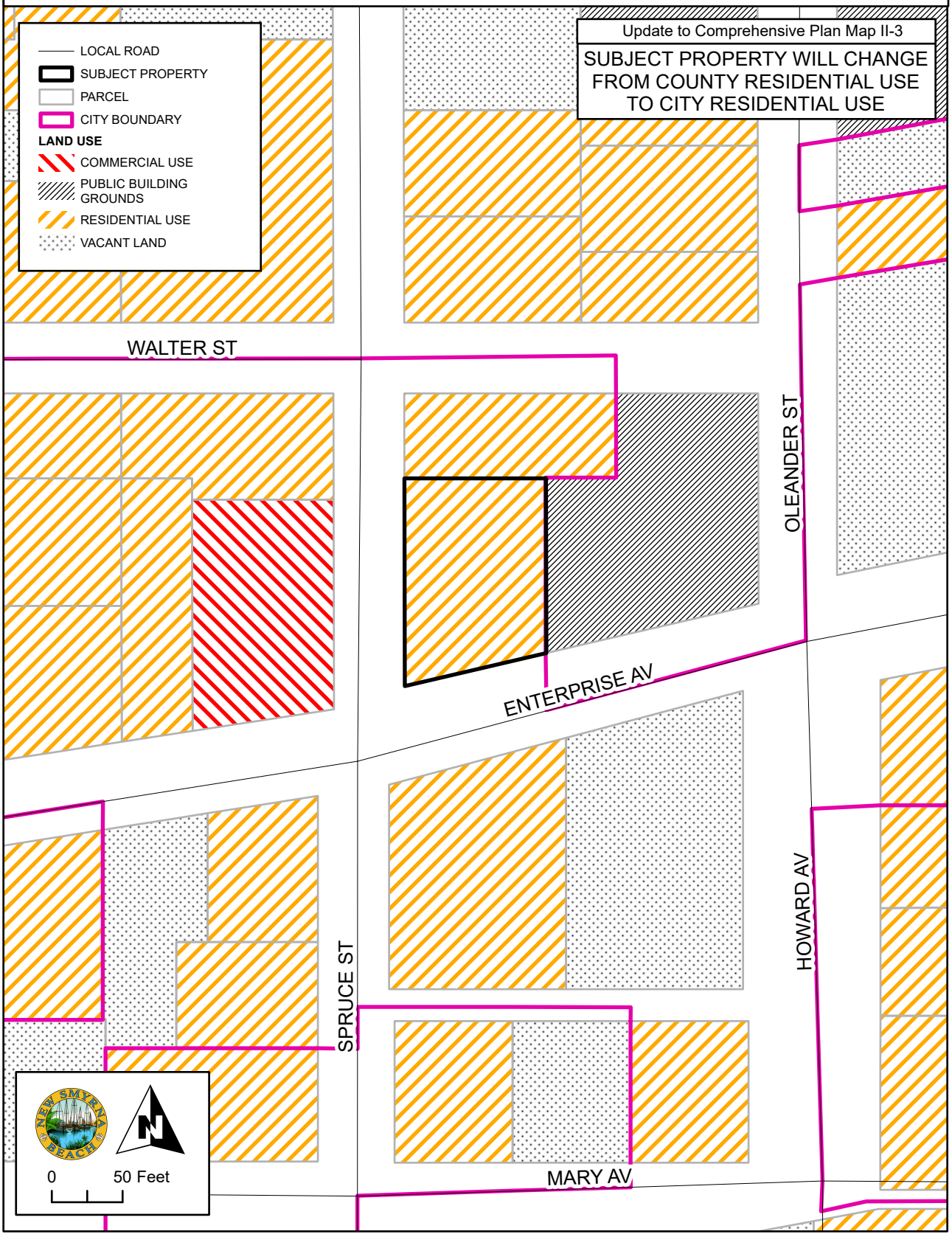


A-18-23: 1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040 AERIAL MAP



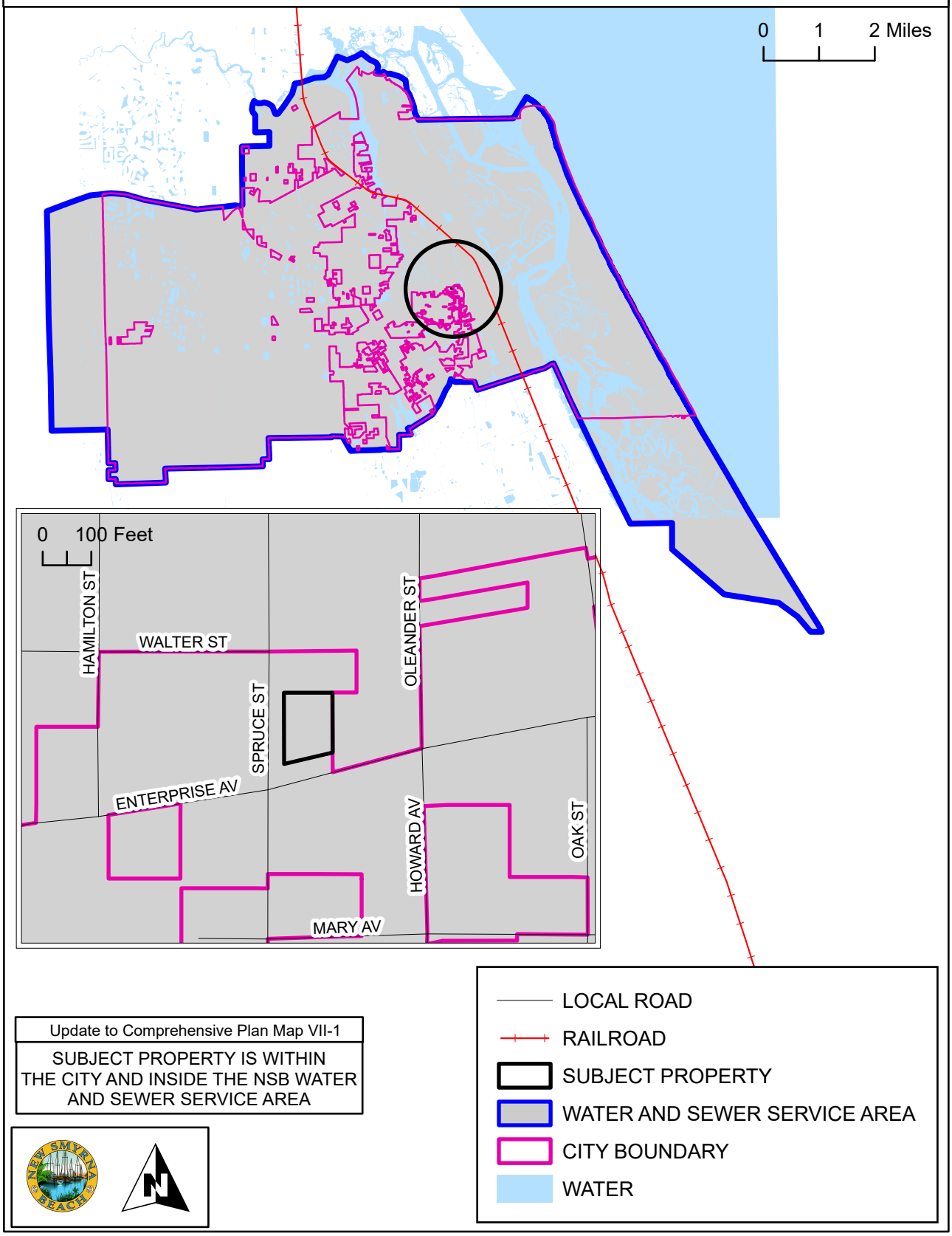
EXISTING LAND USE DESIGNATIONS

A-18-23



WATER AND SEWER SERVICE AREA

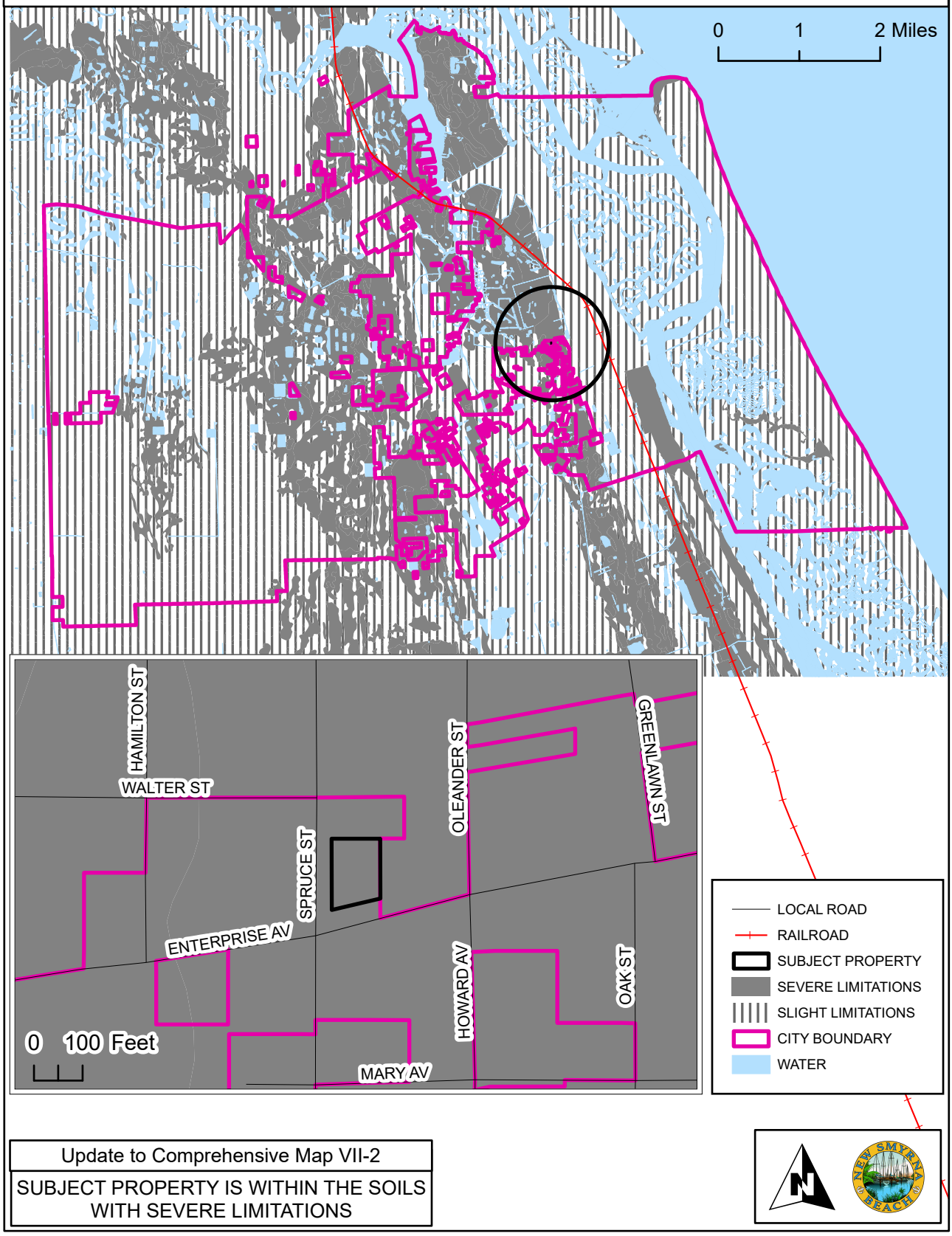
A-18-23



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-18-23

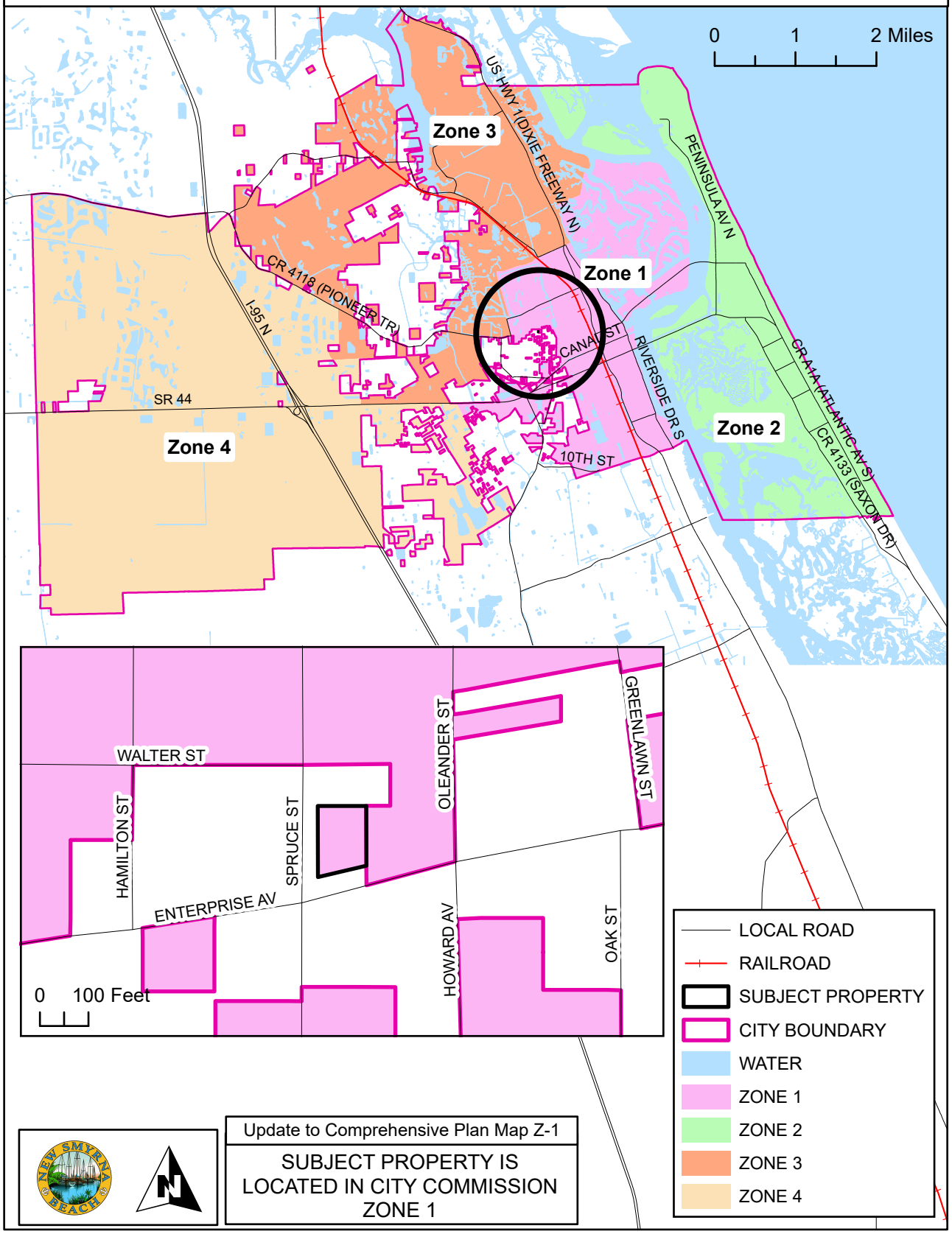


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

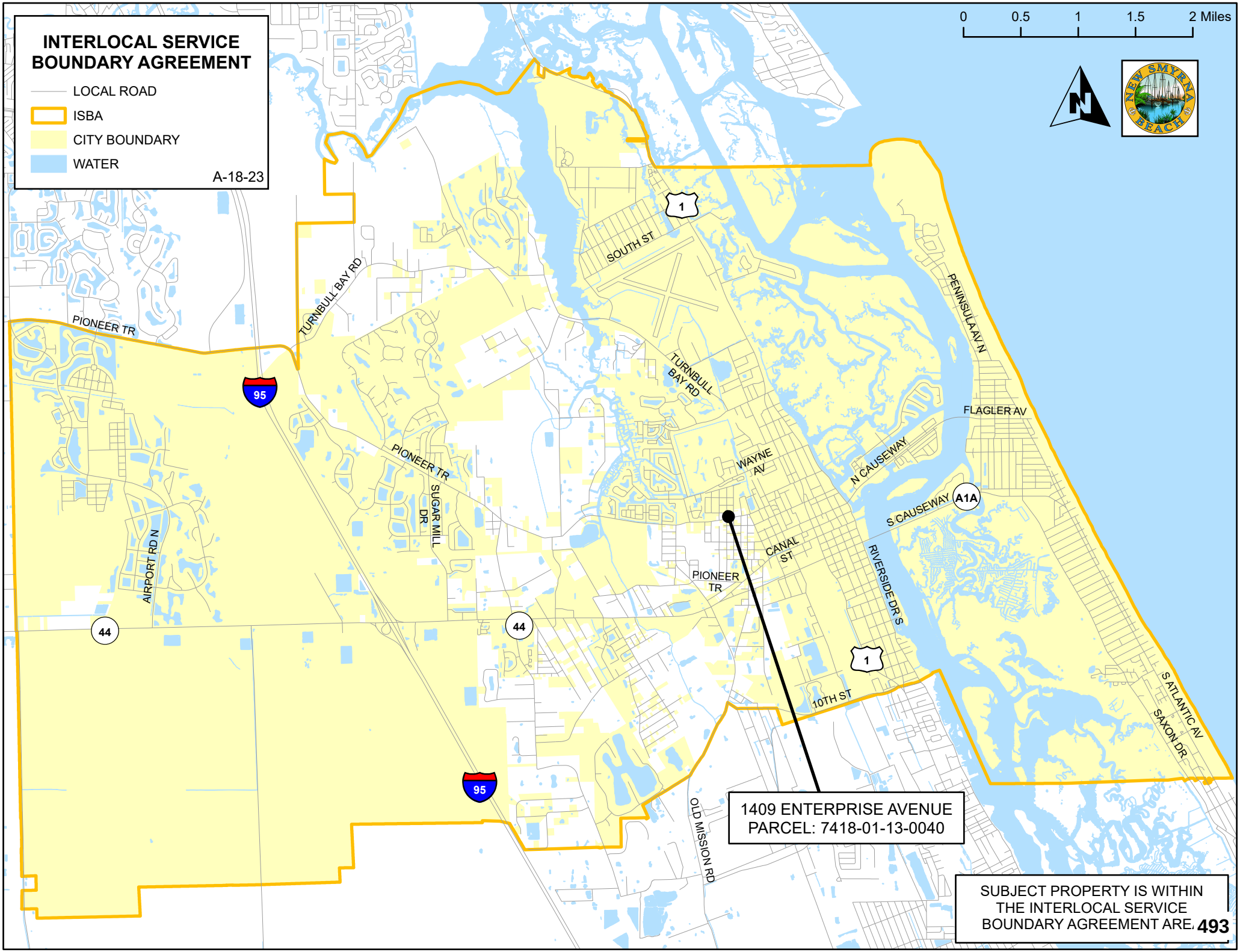
COMMISSION ZONES

A-18-23



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-18-23
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
TURNBULL BAY RD
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
PIONEER TR
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
PIONEER TR
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
493

LEGAL DESCRIPTION

Address:
1409 Enterprise Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7418-01-13-0040

AltKey Number:
3804465

Metes and Bounds by Professional Title Agency:

Lot(s) 4 and 5, Block 13, Map of Hamilton's Addition to New Smyrna, FLA, according to the map or plat thereof, as recorded in Map Book 6, Page 162, of the Public Records of Volusia County, Florida.

I hereby certify that this is a true and
exact copy of the original.
By: Amy Sloan Thomas
Professional Title Agency a division of LandCastle Title Group, LLC

Prepared by and Return To:
Amy Sloan Thomas
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: OR942305006

APN/Parcel ID(s): 741801130040

WARRANTY DEED

THIS WARRANTY DEED dated August 1, 2023, by **D'Nina Lyons, a single woman**, hereinafter called the grantor, to **Bethel Baptist Church of New Smyrna Beach, Inc., a Florida not for Profit Corporation**, whose post office address is 1407 Enterprise Ave, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

Lot (s) 4 and 5, Block 13, Map of Hamilton's Addition to New Smyrna, FLA, according to the map or plat thereof, as recorded in Map Book 6, Page 162, of the Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise 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 31, 2022.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Amy Sloan Thomas
Witness #1 Signature

Amy Sloan Thomas
Print Name

Kaley Koonce
Witness #2 Signature

Kaley Koonce
Print Name

D'Nina Lyons
D'Nina Lyons

Address: 2990 S Fiske Blvd
Rockledge, FL 32955

State of Nevada
County of Clark

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [X] online notarization, this 1st day of August, 2023, by **D'Nina Lyons, a single woman**, to me known to be the person(s) described in or who has/have produced Driver License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

This document was signed and notarized using two-way audio and video recording technology.

Kaley Koonce
NOTARY PUBLIC
My Commission Expires: 11/23/2024

[SEAL]

Kaley Koonce
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 20-5878-01
Expires November 23, 2024

Notarial act performed by audio-video communication.

ORDINANCE NO. 75-23

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 0.3± ACRES OF PROPERTY LOCATED ON THE NORTHEAST CORNER OF SPRUCE STREET AND ENTERPRISE AVENUE, ADDRESSED AS 1409 ENTERPRISE 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, Levarne Carter, Jr., 615 Washington Street, New Smyrna Beach, Florida 32168, applicant on behalf of Bethel Baptist Church, 1407 Enterprise Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 0.3± acres of property located on the northeast corner of Spruce Street and Enterprise Avenue, addressed as 1409 Enterprise Avenue; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on October 2, 2023, by a vote of 7-0, 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 November 14, 2023 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: ***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 9: ***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: 10/12/2023

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
1409 Enterprise Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7418-01-13-0040

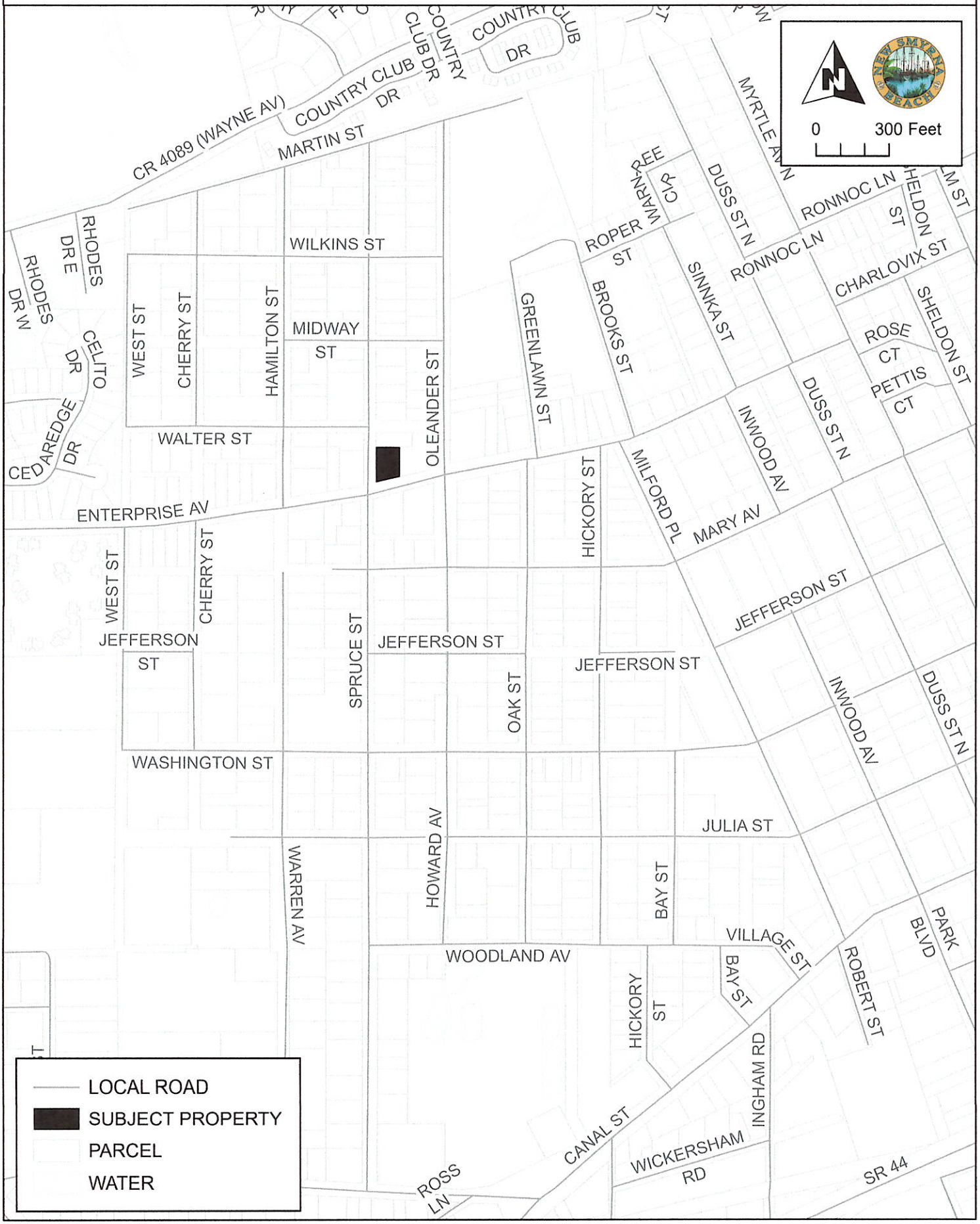
AltKey Number:
3804465

Metes and Bounds by Professional Title Agency:

Lot(s) 4 and 5, Block 13, Map of Hamilton's Addition to New Smyrna, FLA, according to the map or plat thereof, as recorded in Map Book 6, Page 162, of the Public Records of Volusia County, Florida.

EXHIBIT "A"

A-18-23: 1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040 LOCATION MAP



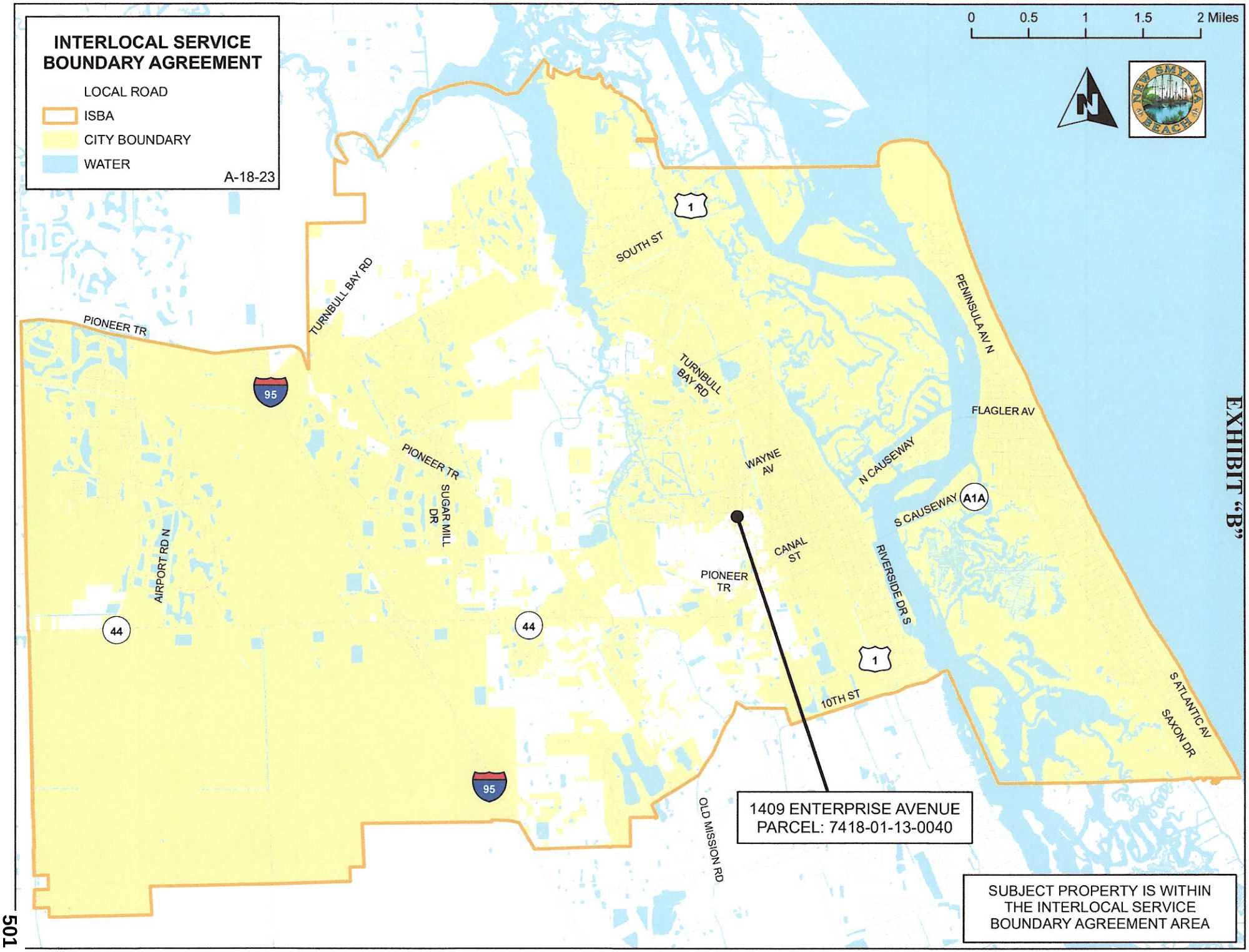
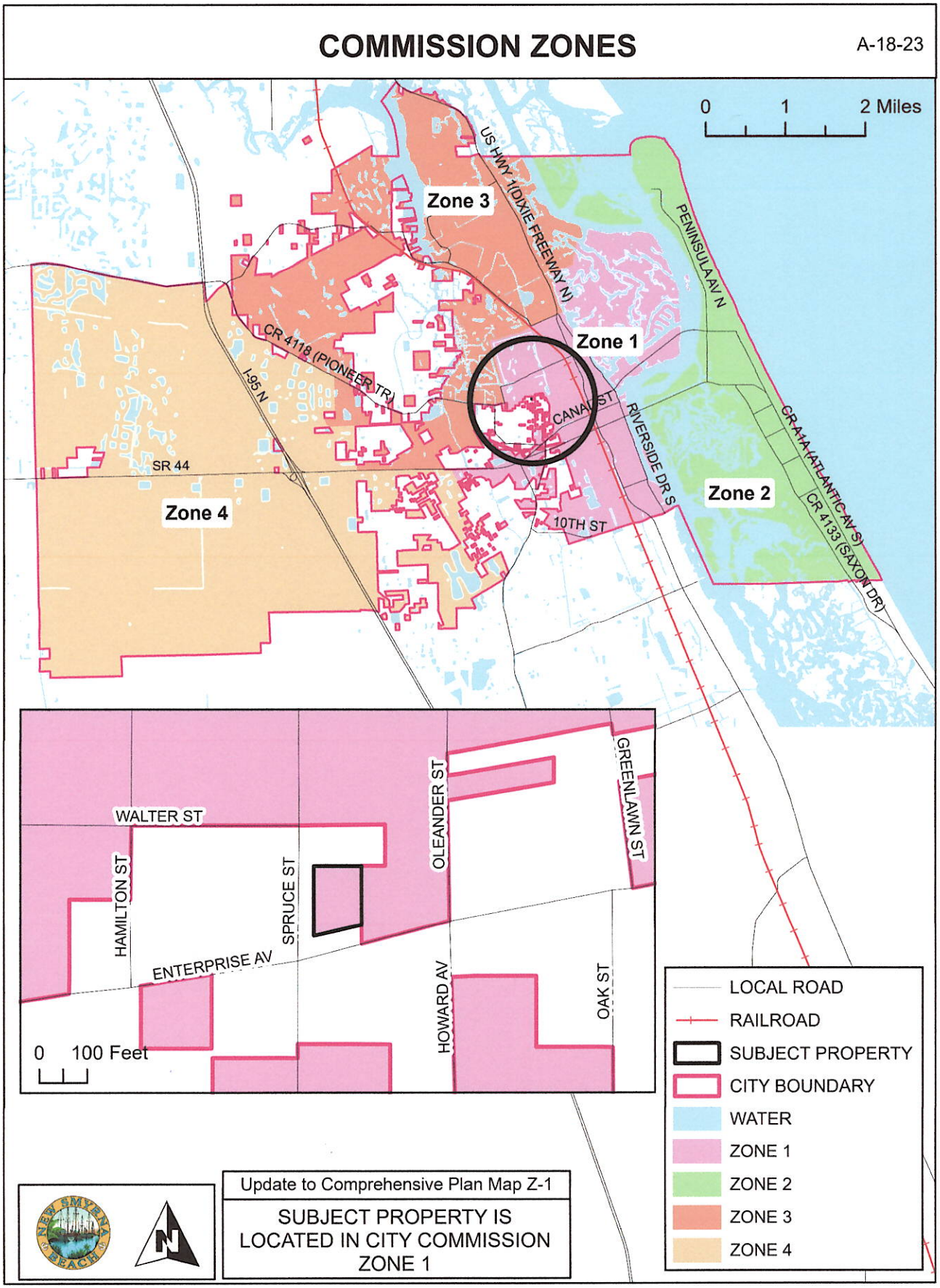

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-18-23
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
PIONEER TR
TURNBULL BAY RD
SOUTH ST
TURNBULL BAY RD
PENINSULA AV N
FLAGLER AV
PIONEER TR
SUGAR MILL DR
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
PIONEER TR
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA
95
44
1

EXHIBIT "C"


COMMISSION ZONES
A-18-23
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 4A (ATLANTIC AV S)
CR 4133 (SAXON DR)
WALTER ST
HAMILTON ST
SPRUCE ST
ENTERPRISE AV
OLEANDER ST
HOWARD AV
OAK ST
GREENLAWN ST
0 100 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. 76-23: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD CREATE A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT CHANGING THE FUTURE LAND USE TO CITY MEDIUM DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 1409 ENTERPRISE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION.

November 14, 2023

Background:

Applicant: Levarne Carter Jr., 615 Washington Street, New Smyrna Beach, Florida 32168

Property Owner: Bethel Baptist Church of New Smyrna Beach, 1407 Enterprise Avenue, New Smyrna Beach, Florida 32168

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:** 0.33 ± acres
- **Location:** Northeast corner of Spruce Street and Enterprise Avenue addressed as 1409 Enterprise Avenue.

Tax I.D. Number: 7418-01-13-0040

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 to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 1409 Enterprise Avenue currently has a single-family house. 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) designation of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use designation 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 and zoning designations that would be as similar as possible to existing County designations. As discussed above, the existing County FLU designation is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU designation 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 designation 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 1409 Enterprise Avenue has a 6-inch PVC water line in the Enterprise Avenue right-of-way, an 8-inch VCP sewer line in the Spruce Street right-of-way but is located over 100 feet from this parcel. Reclaim service is 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 1409 Enterprise Avenue currently has a single-family house with no plans to increase density 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**.

All required notifications and advertising per the Florida Statues, City Land Development Regulations, and Inter Local Service Boundary Agreement for the Planning and Zoning Board has been done.

Recommendation:

At its regular scheduled meeting on October 2, 2023 the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to approve the Small Scale *Comprehensive Plan* amendment changing the Future Land Use to Medium Density Residential as part of an overall annexation application.

Staff recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Medium Density Residential as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

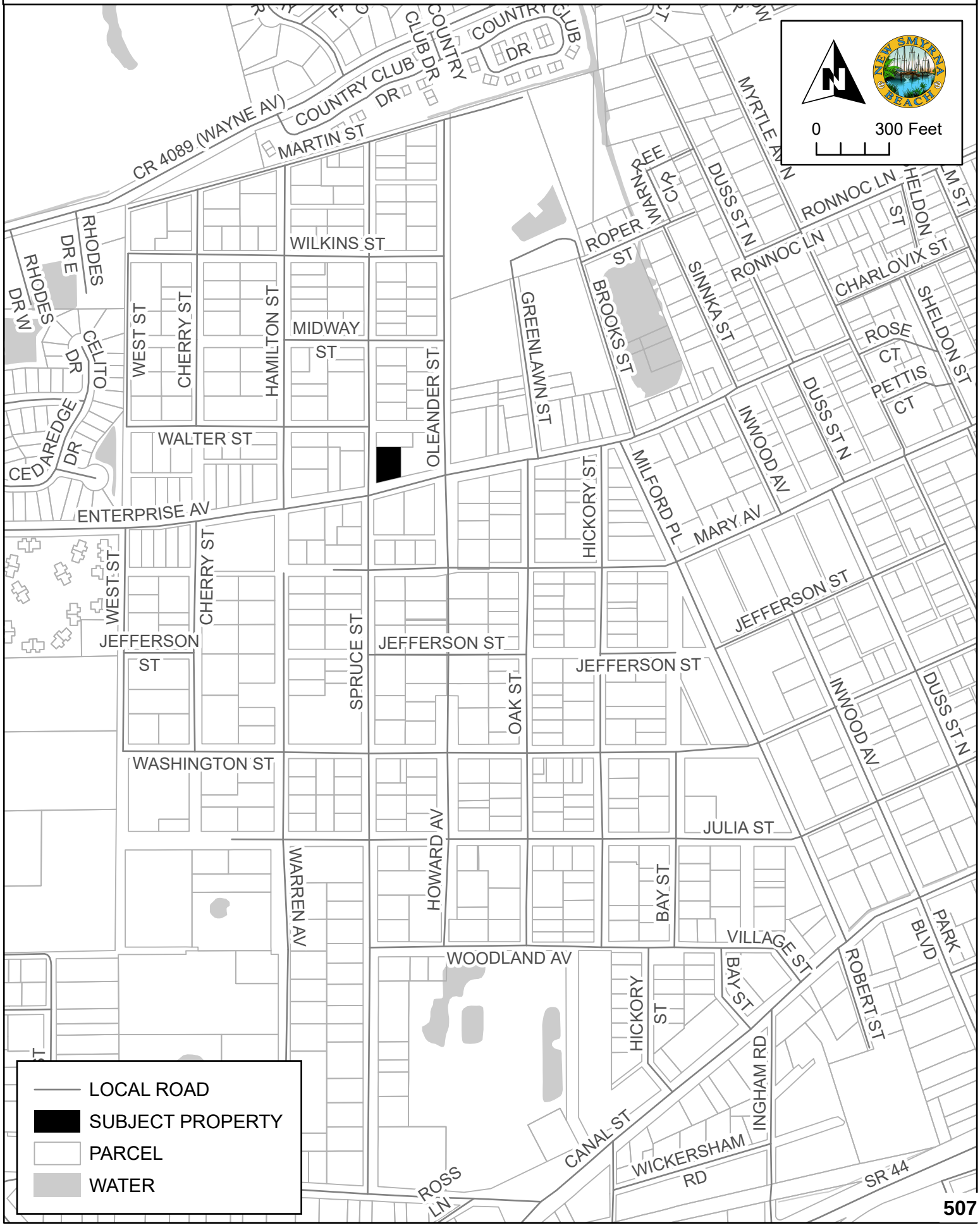
Staff Report Created By: Robert Mathen - Planner II

Attachments:

A-18-23 Exhibit A Location Map.pdf
A-18-23 Exhibit B Aerial Map.pdf
A-18-23 Exhibit C Existing FLU Map.pdf
A-18-23 Exhibit D County Urban Medium Intensity Text.pdf
A-18-23 Exhibit E Existing Land Use Map.pdf
A-18-23 Exhibit F City Medium Density Residential FLU Text.pdf
A-18-23 Exhibit G Proposed FLU Map.pdf
A-18-23 Exhibit H Water and Sewer Service Area Map.pdf
A-18-23 Exhibit I Soil Limitation for Septic Systems Map.pdf
A-18-23 Exhibit J Airport Runway Protection Zones Map.pdf
A-18-23 Exhibit K Bicycle and Pedestrian Facilities Map.pdf
A-18-23 Exhibit L Boat Slip Siting Map.pdf
A-18-23 Exhibit M City Parks Map.pdf
A-18-23 Exhibit N Coastal High Hazard Areas Map.pdf
A-18-23 Exhibit O Evacuation Routes Map.pdf
A-18-23 Exhibit P Existing Traffic Lanes - 2009 Map.pdf
A-18-23 Exhibit Q Number of Traffic Lanes - 2025 Map.pdf
A-18-23 Exhibit R Existing Level of Service - 2009 Map.pdf
A-18-23 Exhibit S Level of Service - 2025 Map.pdf
A-18-23 Exhibit T Flood Prone Areas Map.pdf
A-18-23 Exhibit U Neighborhood Map.pdf

A-18-23 Exhibit V Public Transit Routes Map.pdf
A-18-23 Exhibit W Commission Zones Map.pdf
A-18-23 Exhibit X Interlocal Service Boundary Agreement Map.pdf
A-18-23 Exhibit Y Legal Description.pdf
A-18-23 Exhibit Z Warranty Deed.pdf
Ord 76-23 Small Scale 1409 Enterprise Ave.pdf

A-18-23: 1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040 LOCATION MAP

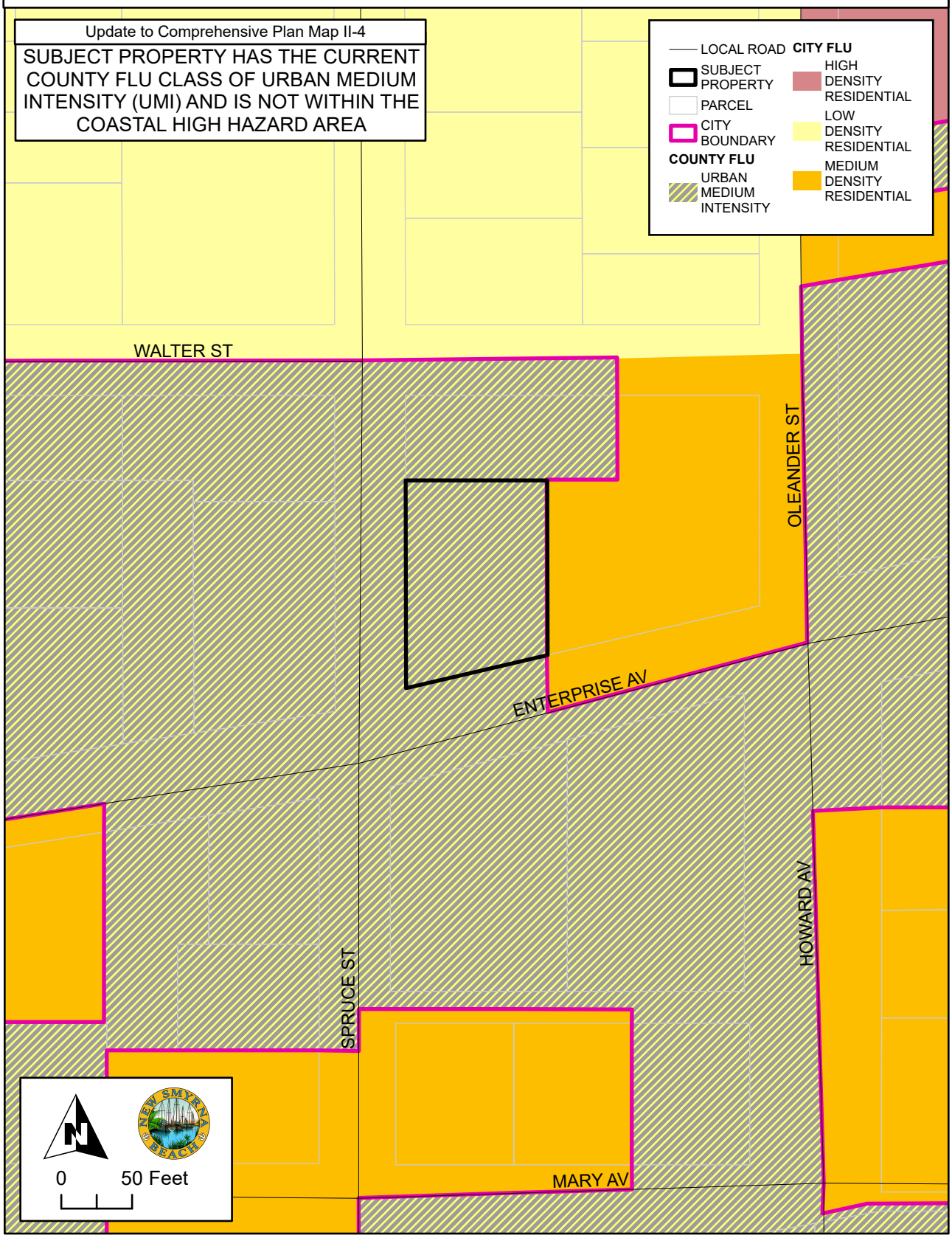


A-18-23: 1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-18-23



Urban Medium Intensity (UMI) –

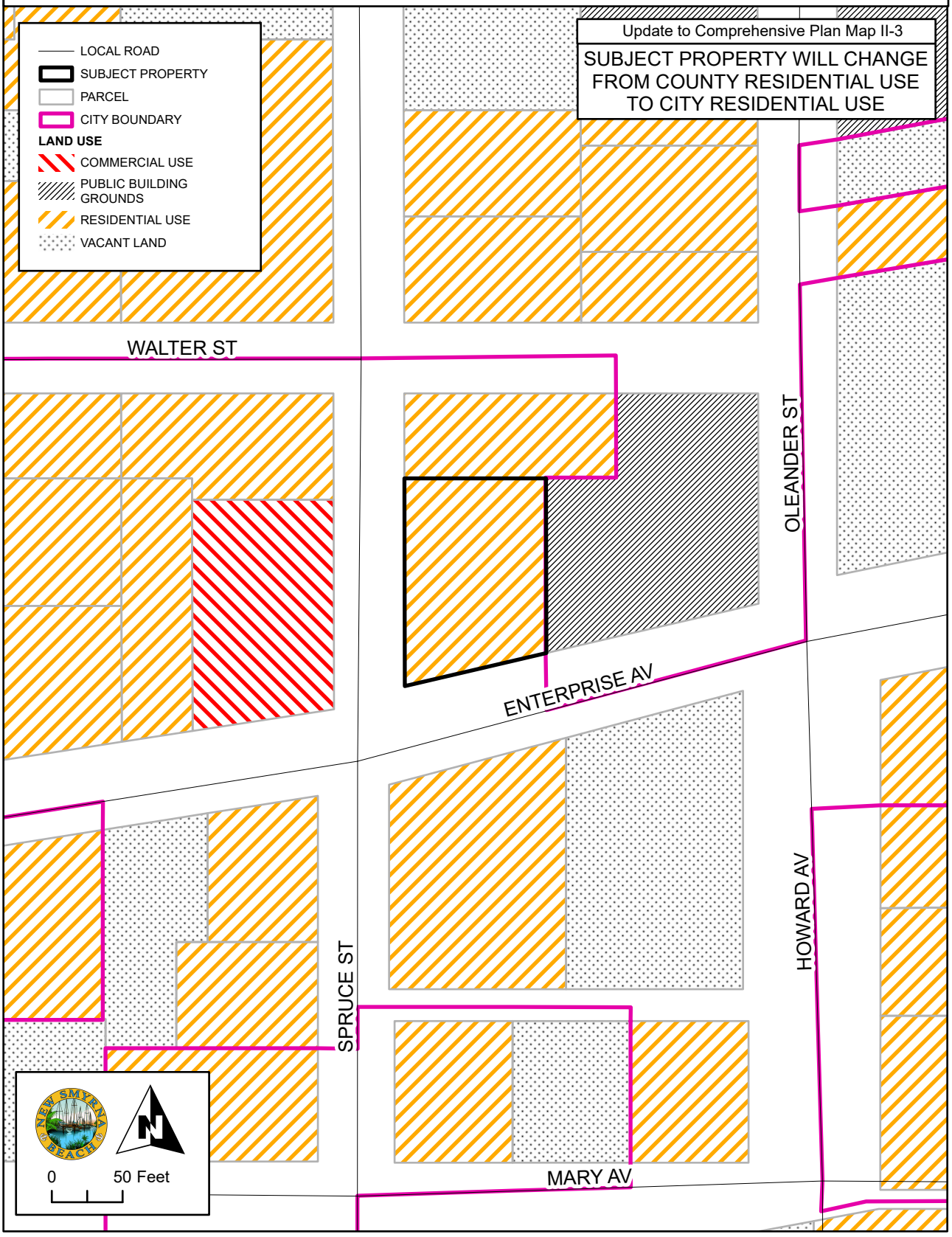
Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

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-18-23



MEDIUM-DENSITY RESIDENTIAL

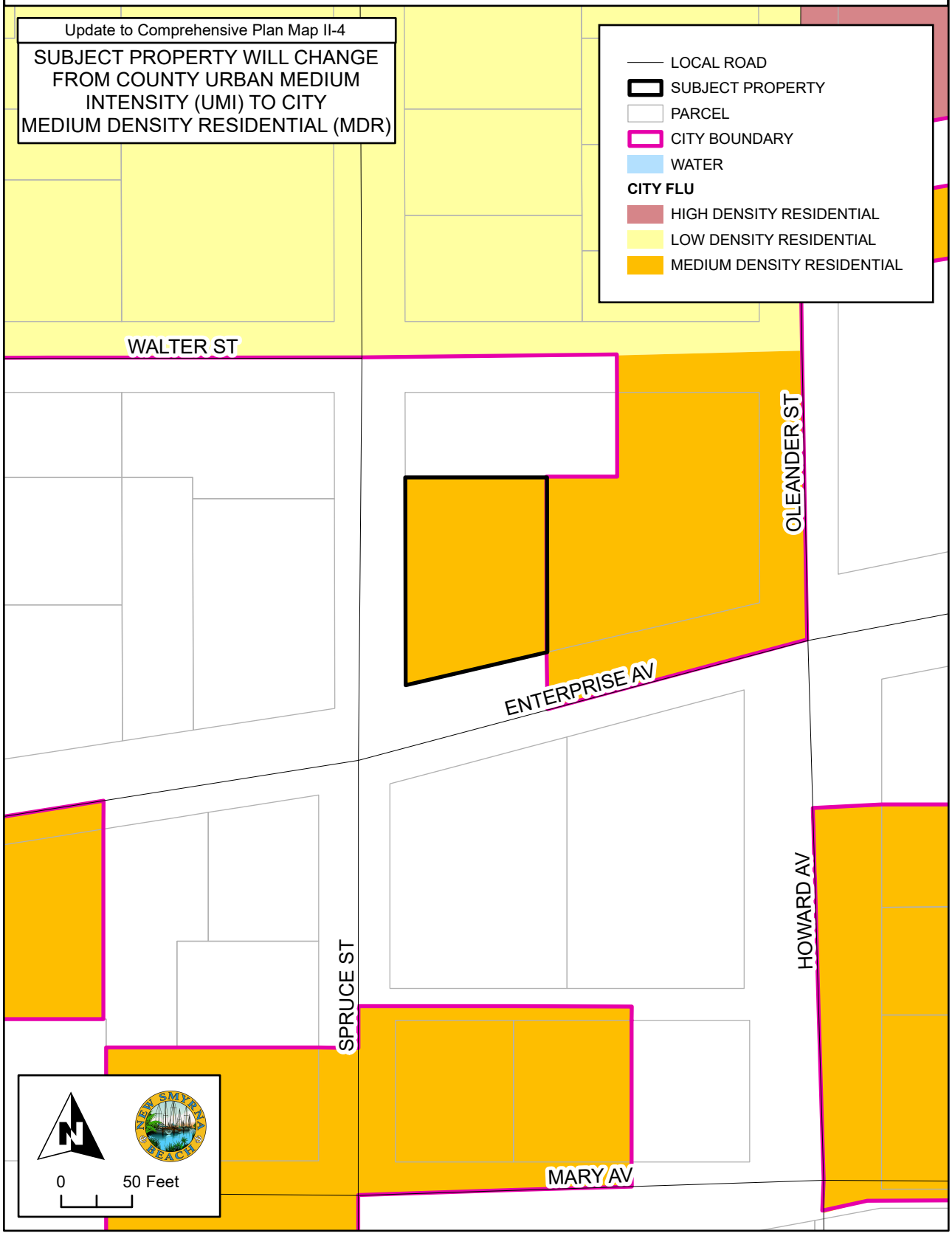
Maximum allowed density: 5.01 to eight [8] dwelling units per acre

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.

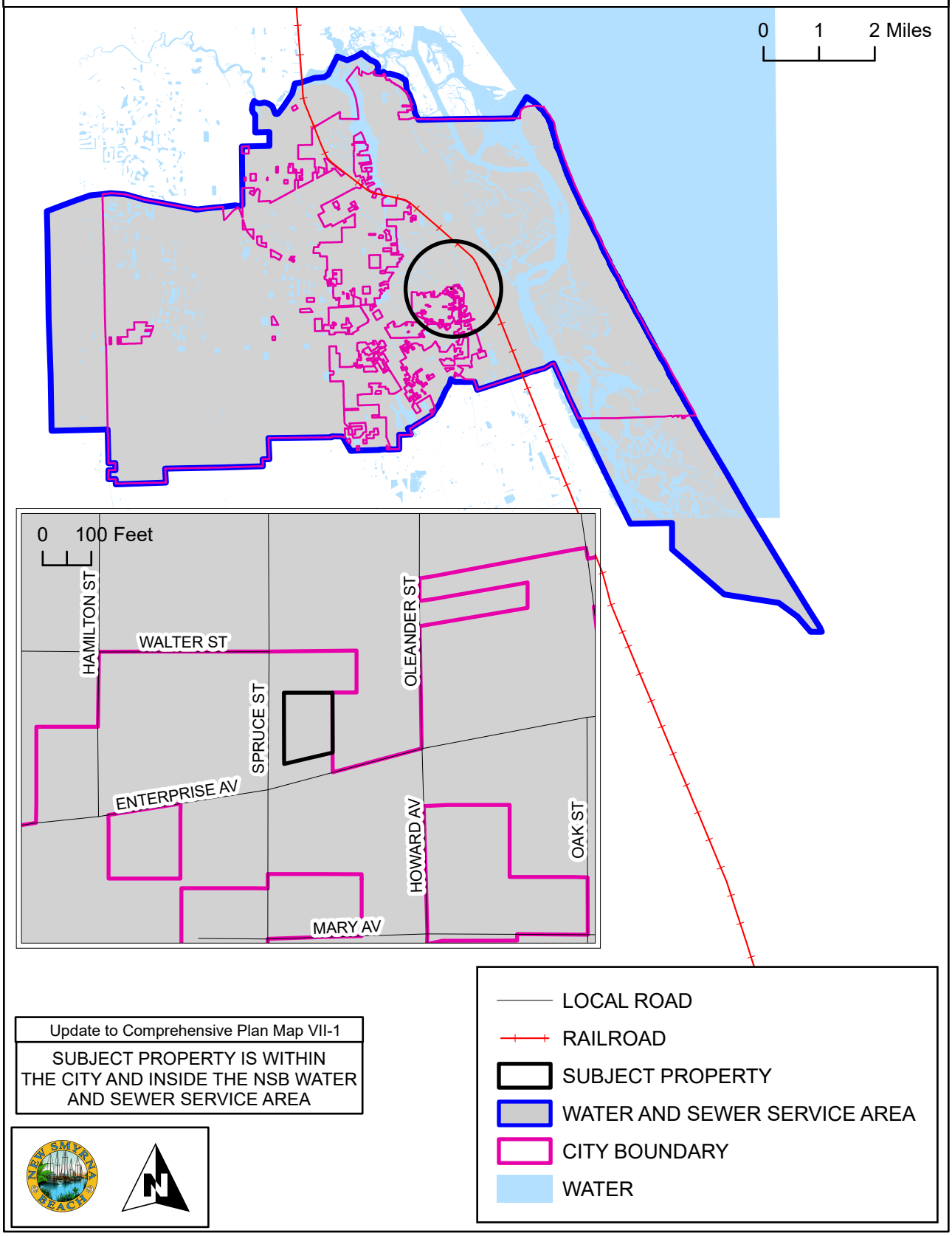
PROPOSED FUTURE LAND USE DESIGNATIONS

A-18-23



WATER AND SEWER SERVICE AREA

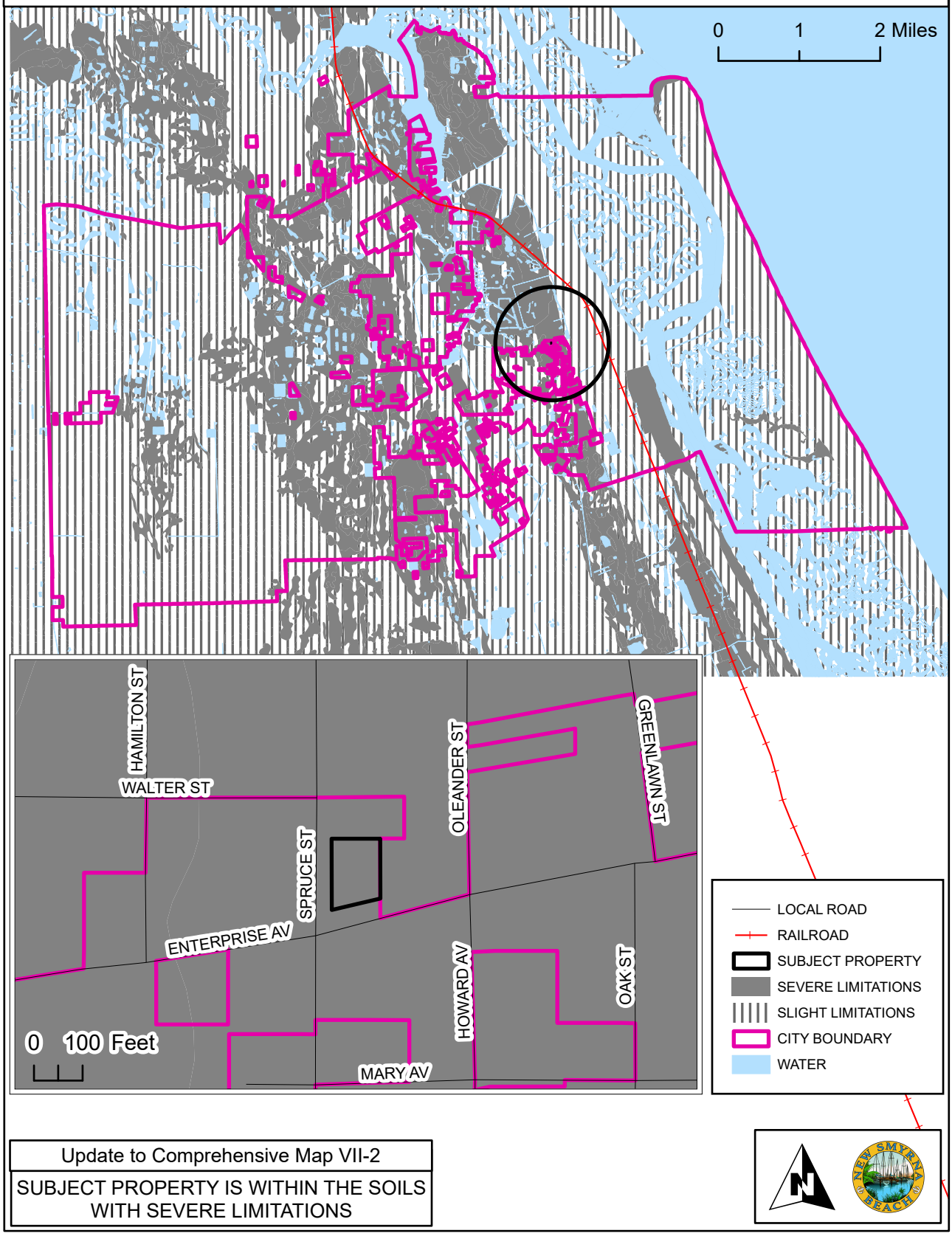
A-18-23



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-18-23

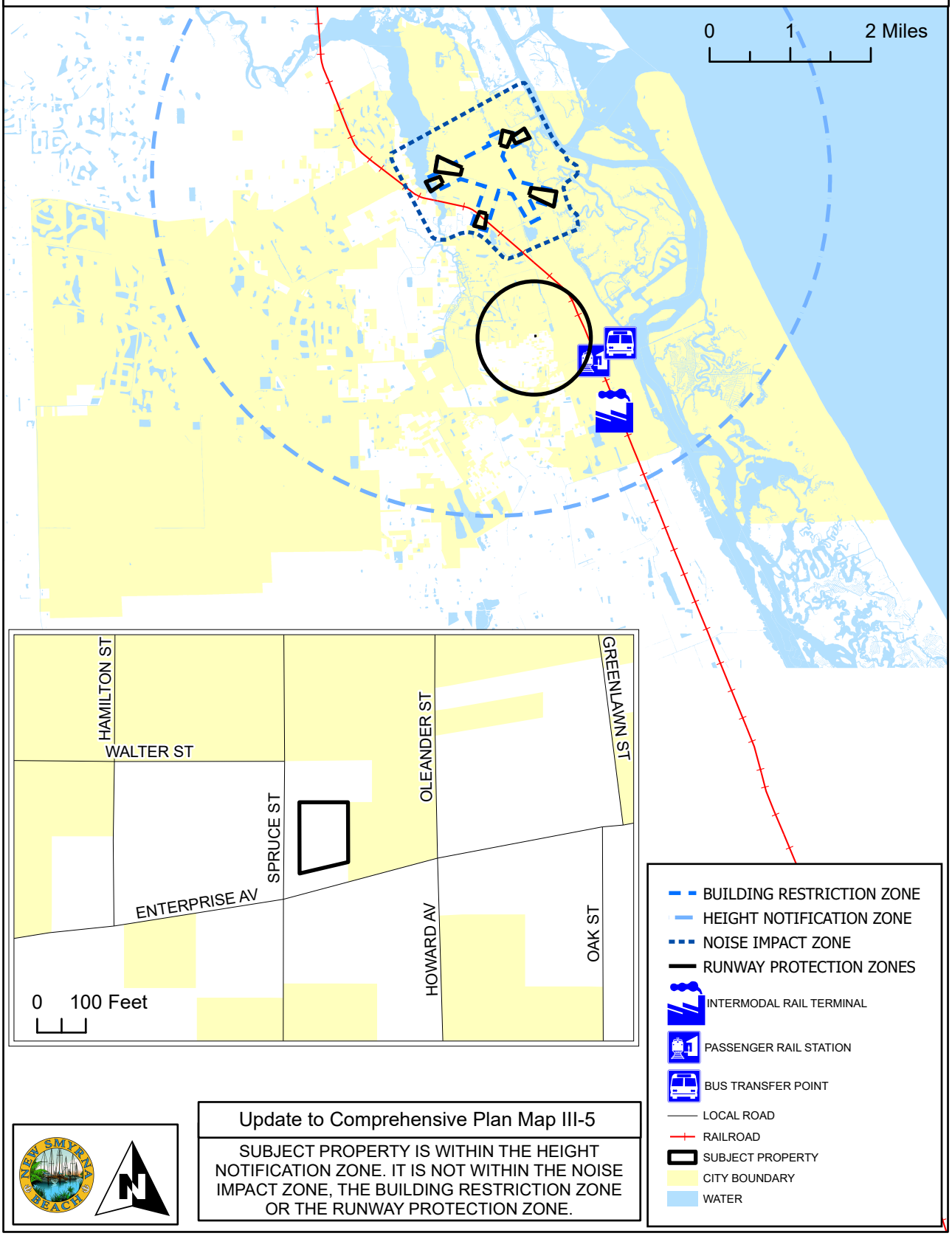


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-18-23

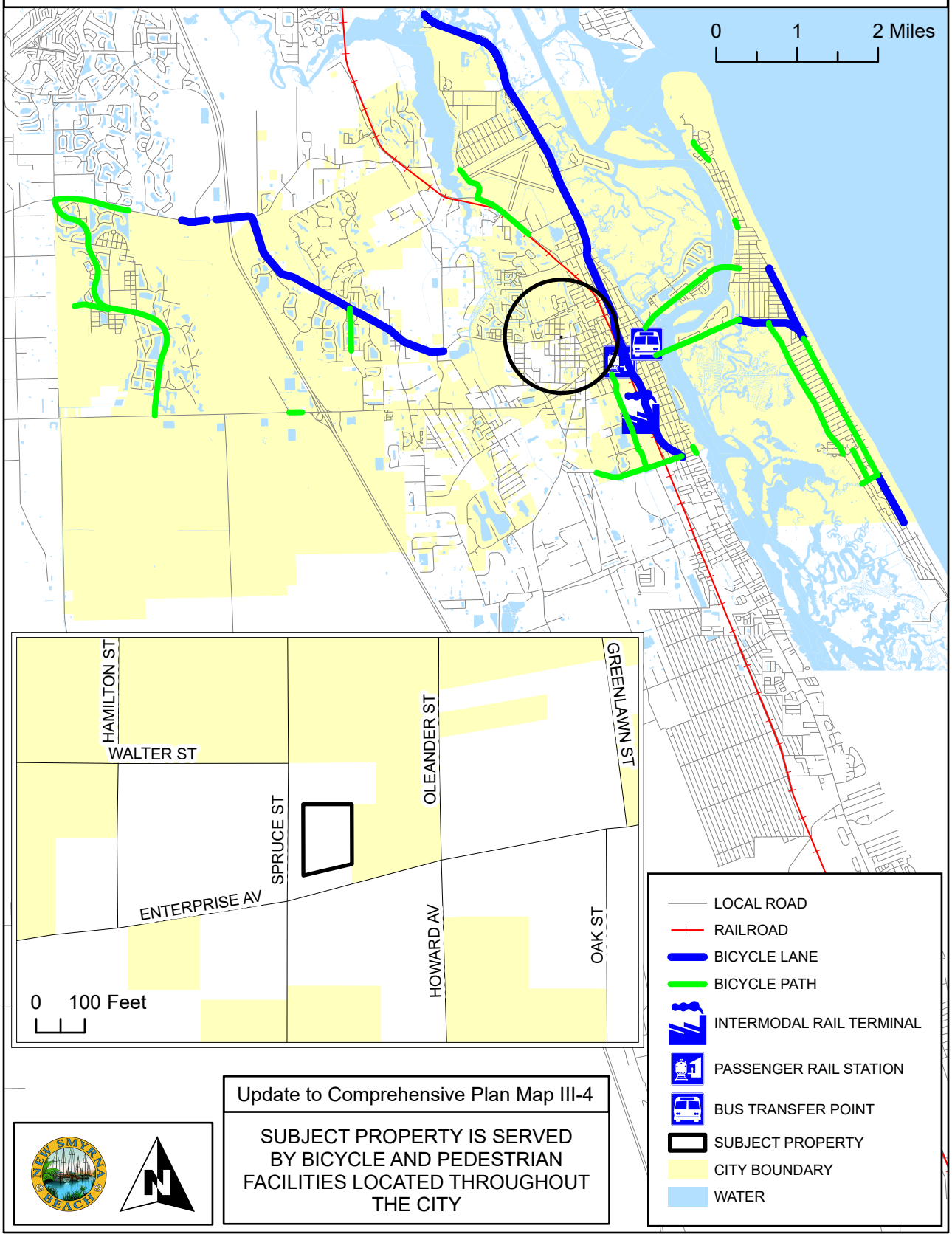


Update to Comprehensive Plan Map III-5

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-18-23

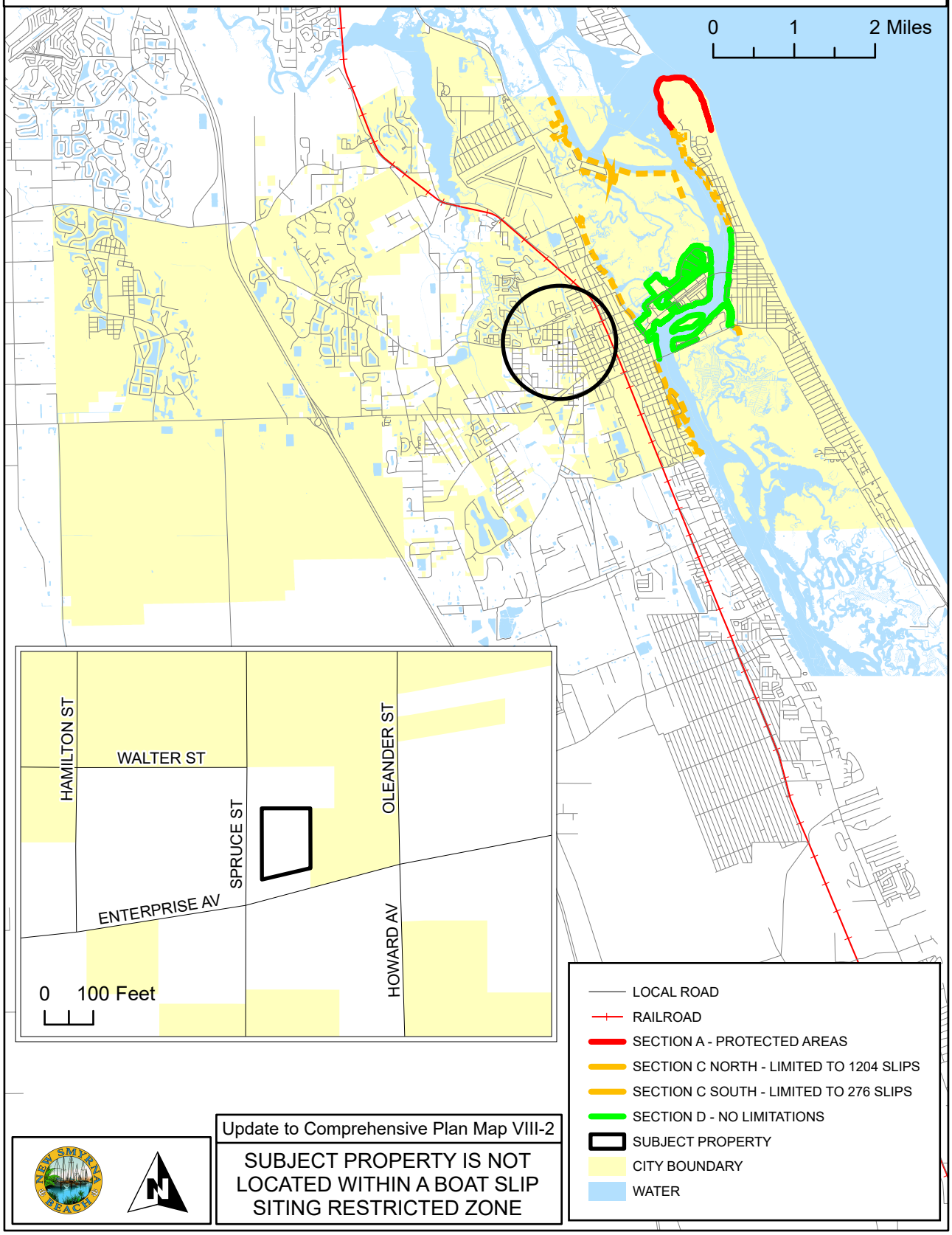


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-18-23

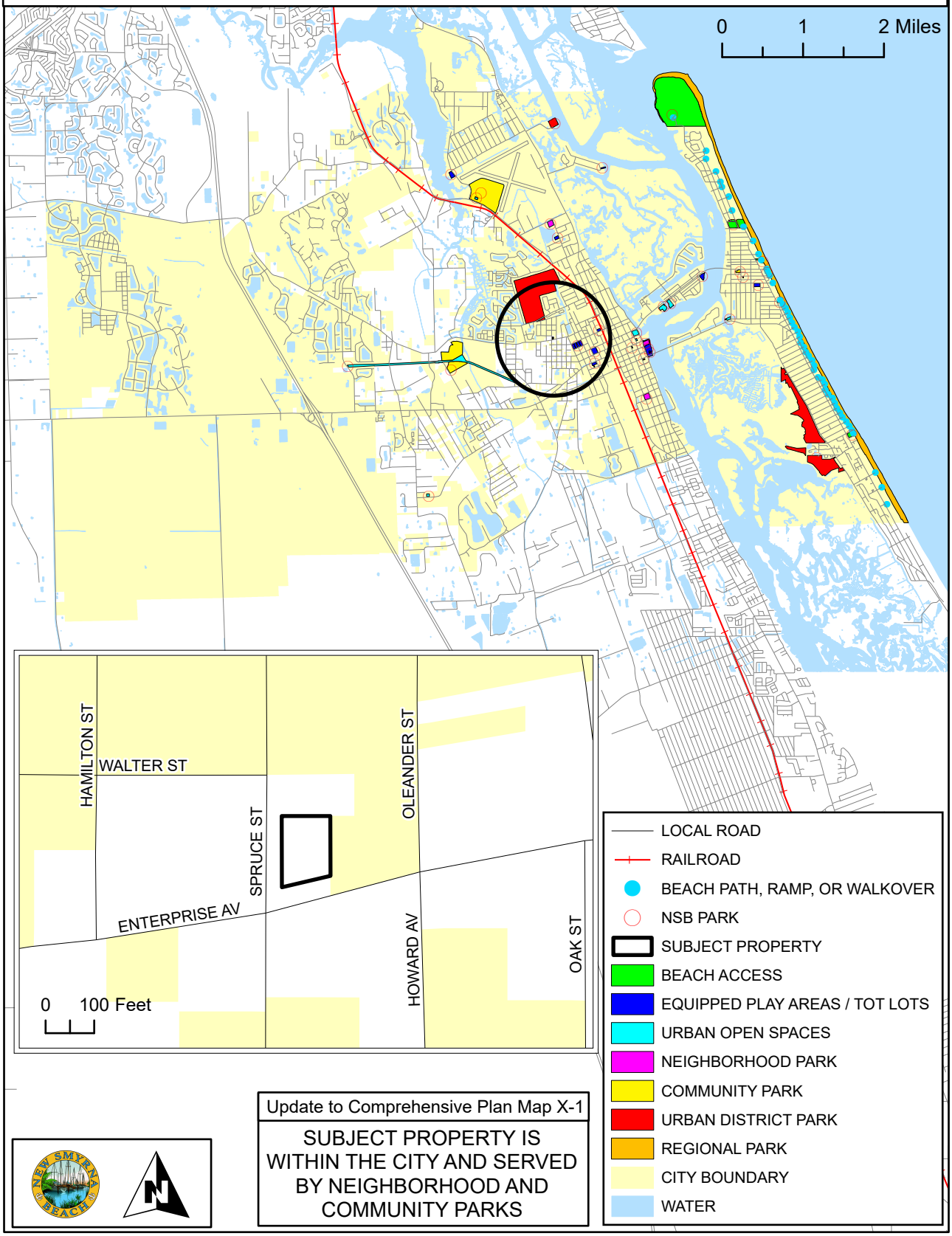


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-18-23

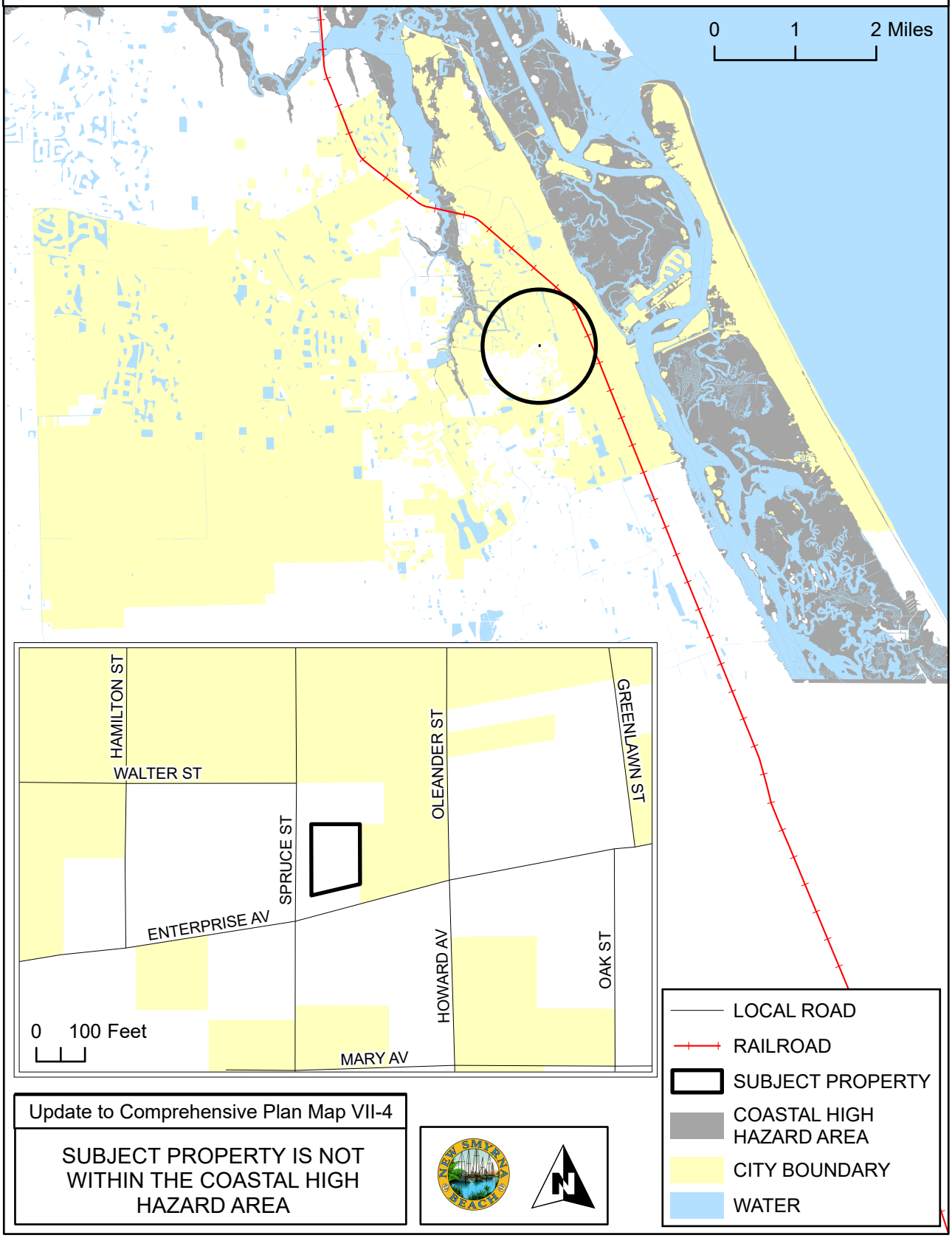


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-18-23

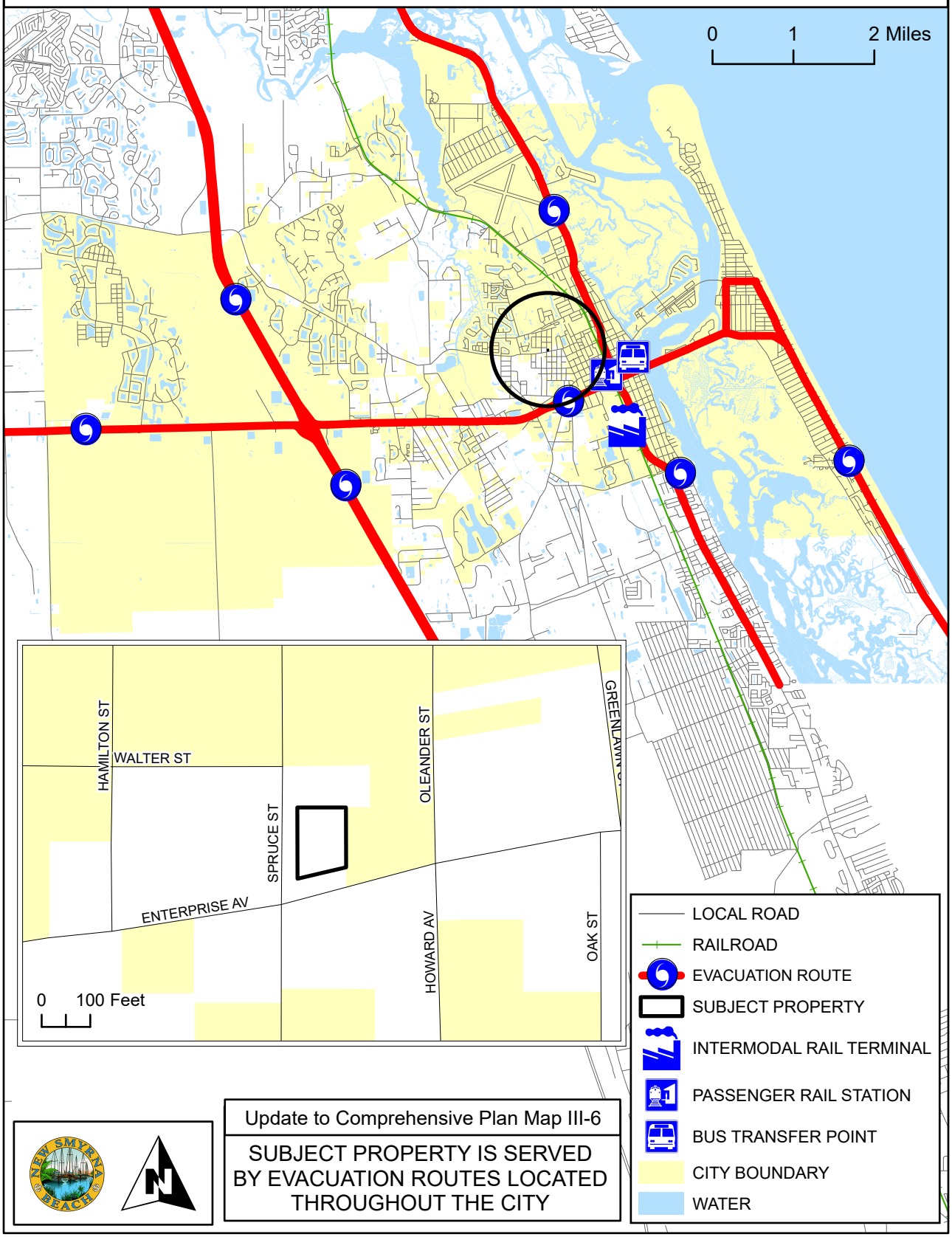


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-18-23

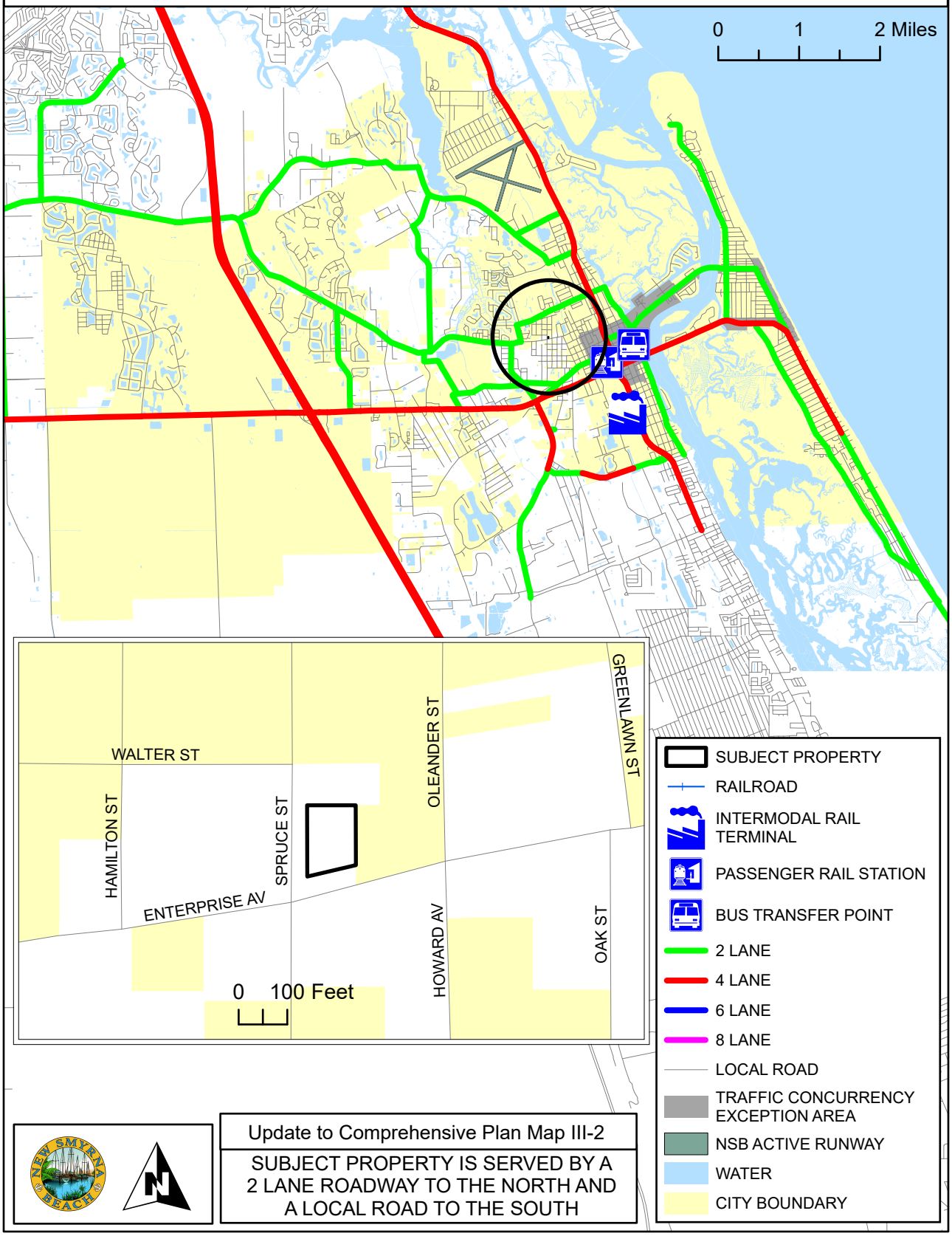


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-18-23

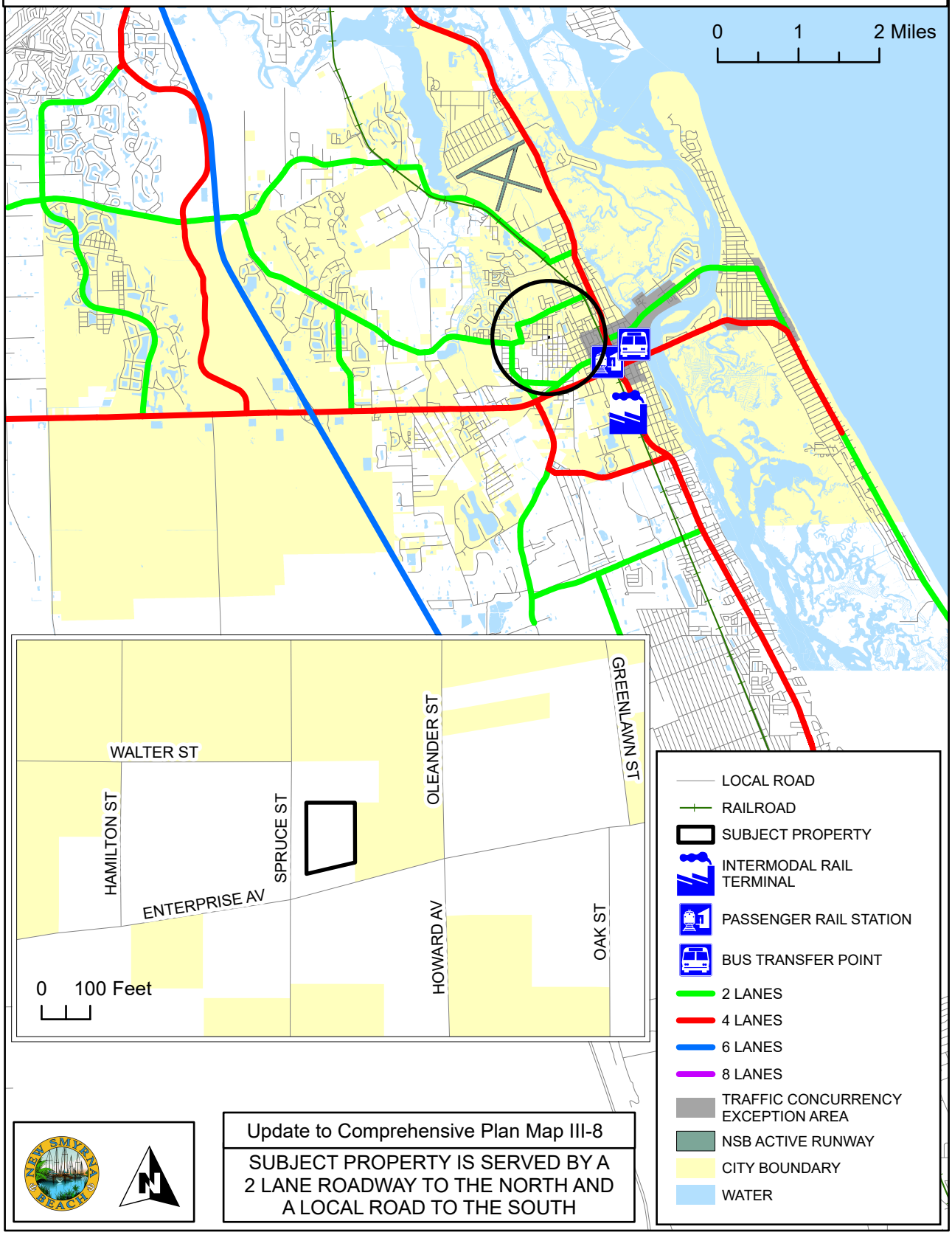


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

NUMBER OF TRAFFIC LANES - 2025

A-18-23

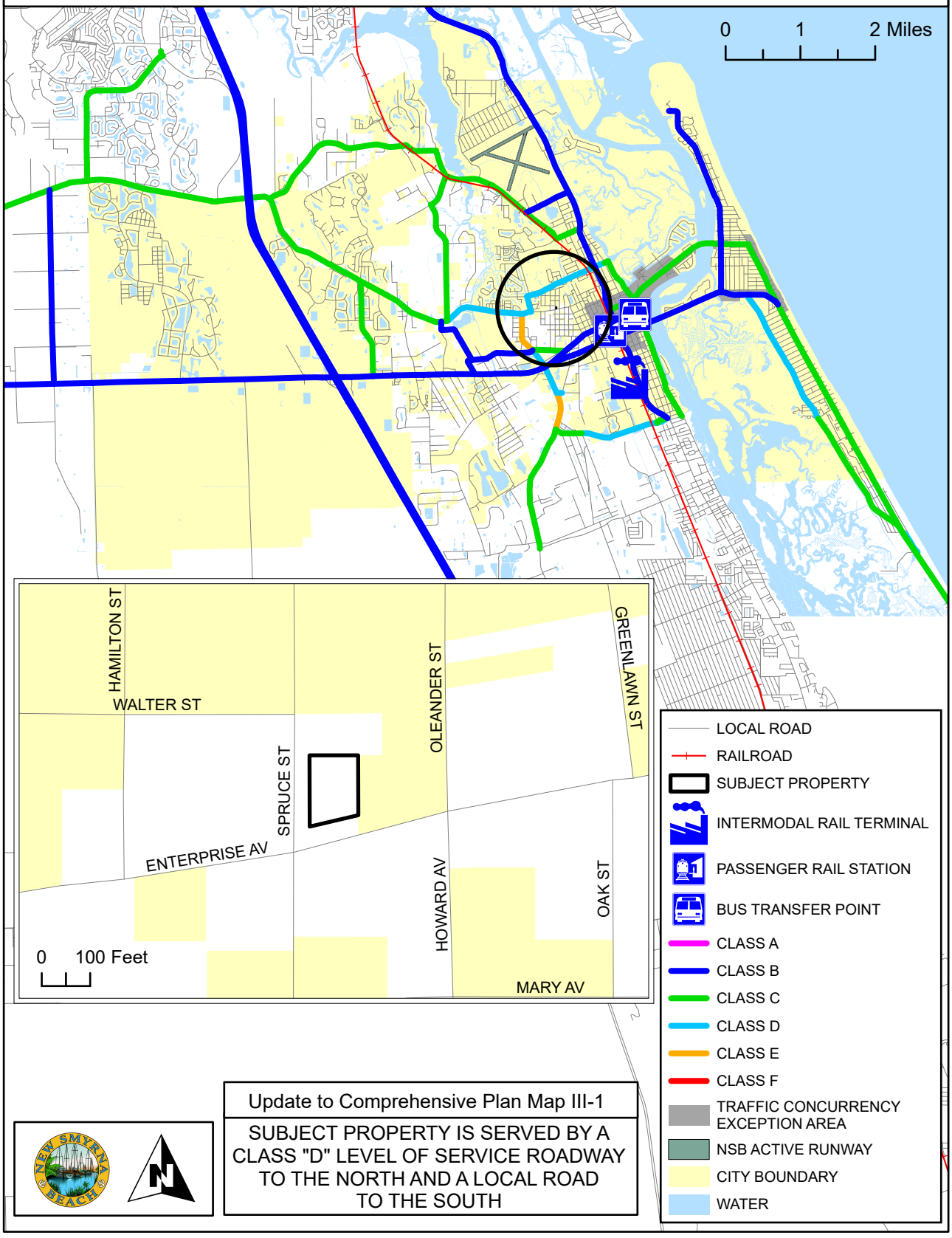


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

EXISTING LEVEL OF SERVICE - 2009

A-18-23

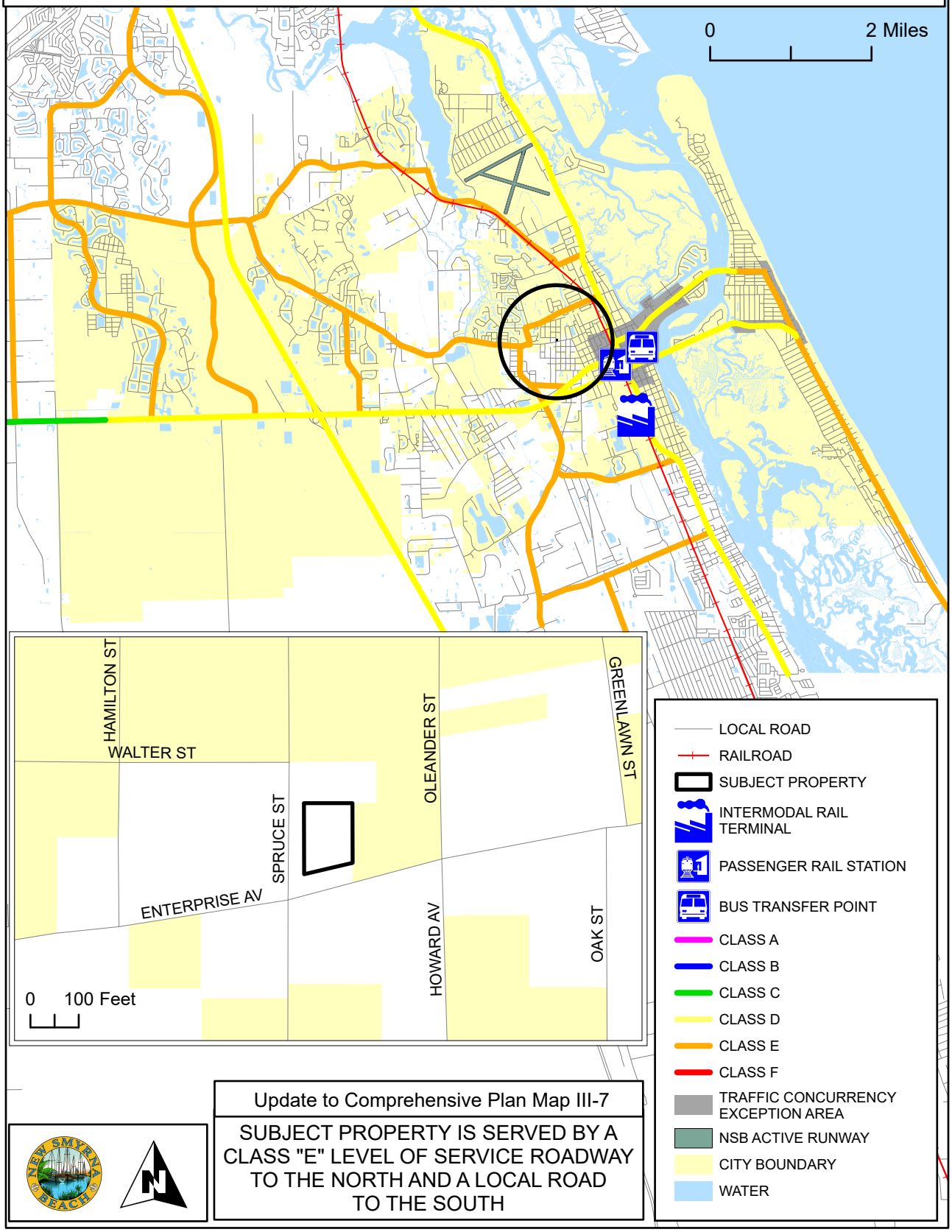


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

LEVEL OF SERVICE - 2025

A-18-23

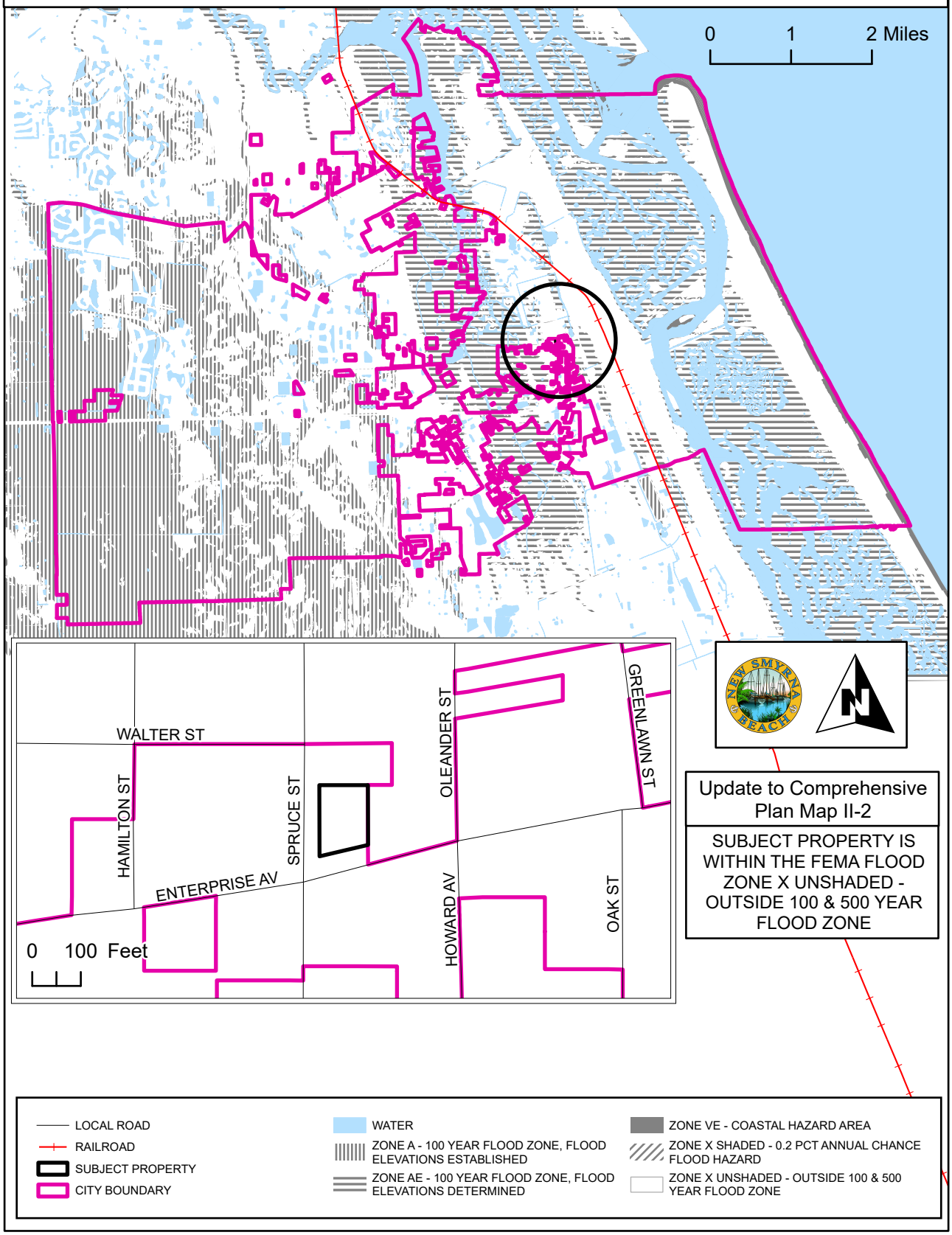


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

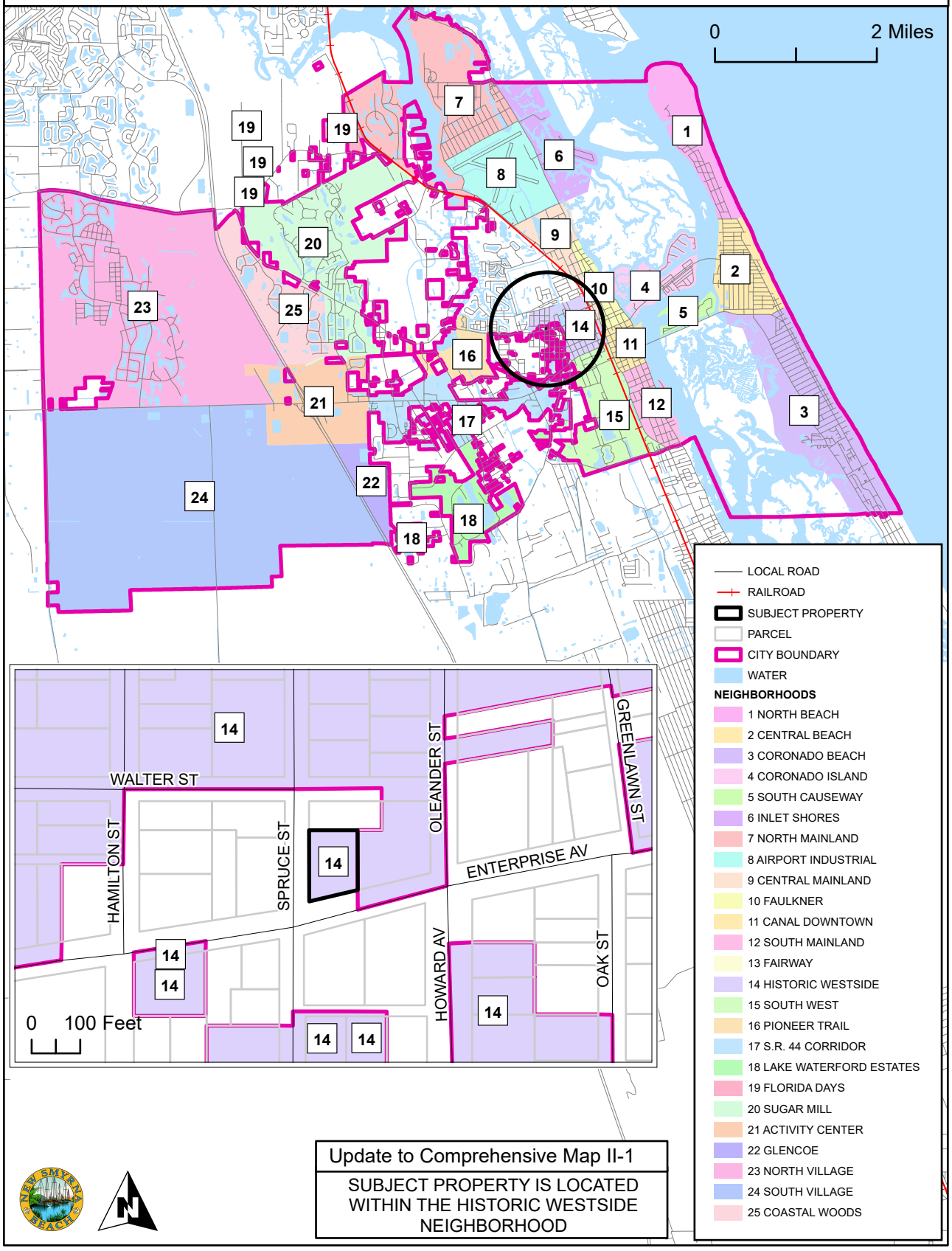
FLOOD PRONE AREAS

A-18-23



NEIGHBORHOODS

A-18-23

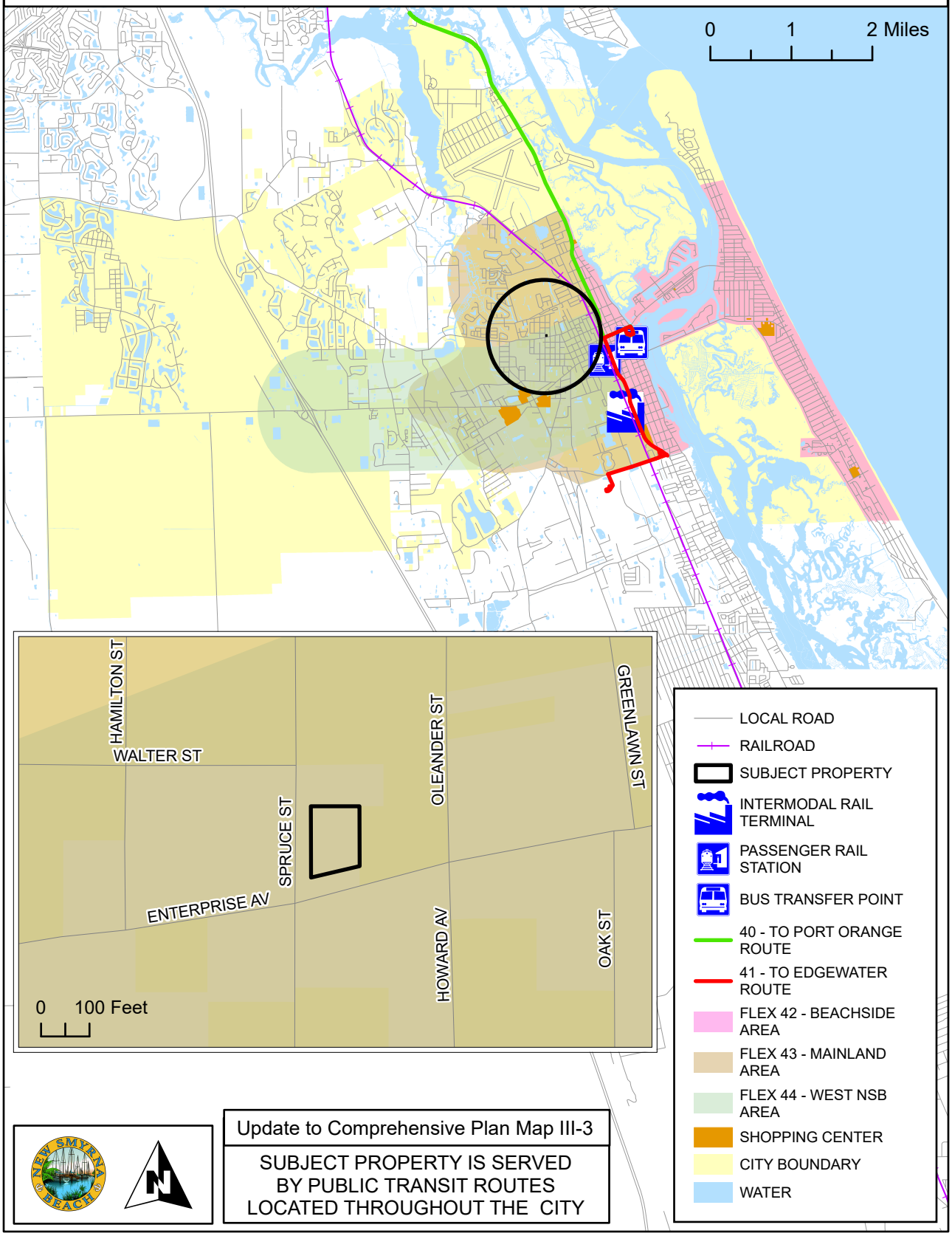


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE HISTORIC WESTSIDE NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-18-23

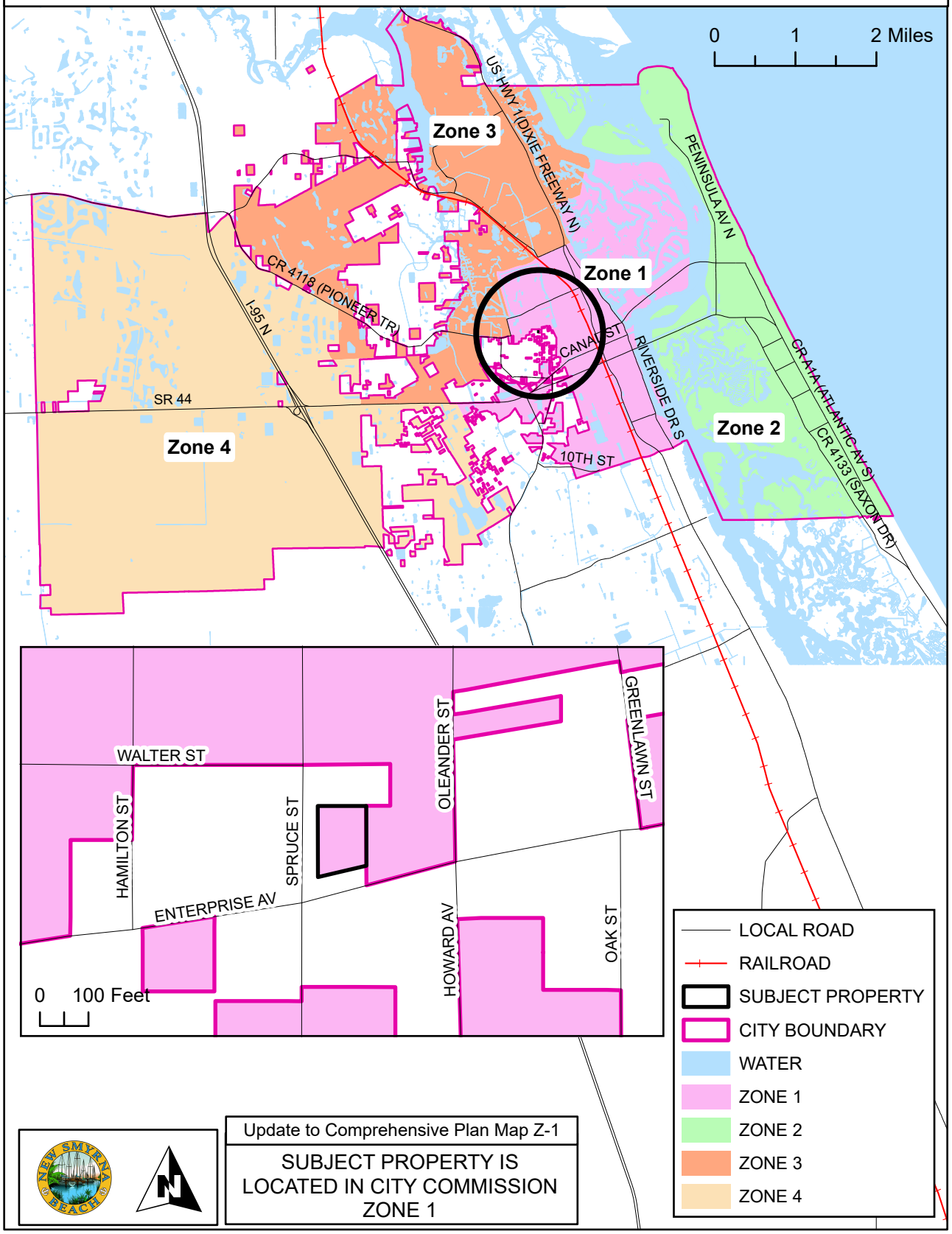


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

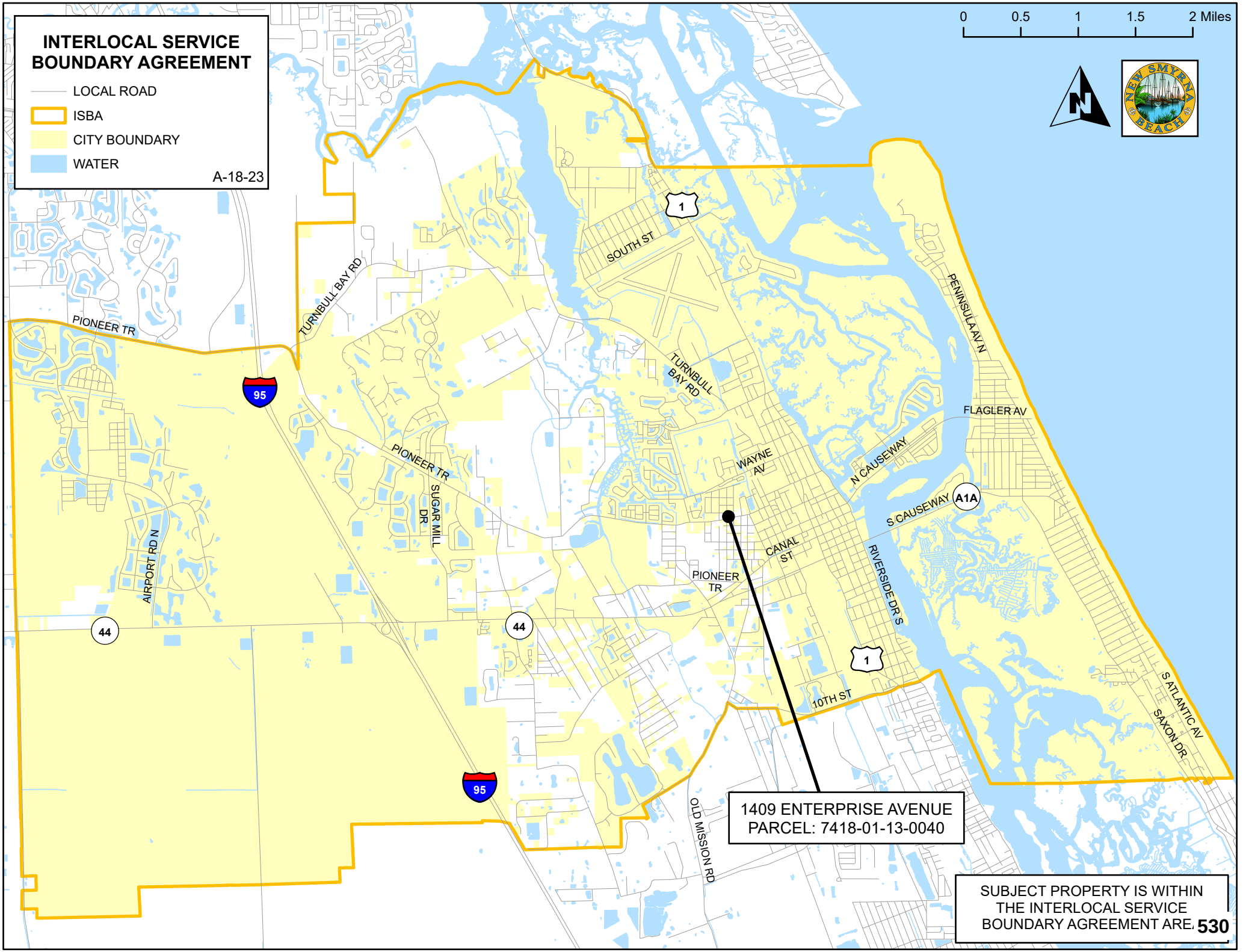
COMMISSION ZONES

A-18-23



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-18-23
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
TURNBULL BAY RD
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
PIONEER TR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
PIONEER TR
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
1
95
44
1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
530

LEGAL DESCRIPTION

Address:
1409 Enterprise Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7418-01-13-0040

AltKey Number:
3804465

Metes and Bounds by Professional Title Agency:

Lot(s) 4 and 5, Block 13, Map of Hamilton's Addition to New Smyrna, FLA, according to the map or plat thereof, as recorded in Map Book 6, Page 162, of the Public Records of Volusia County, Florida.

I hereby certify that this is a true and
exact copy of the original.
By: Amy Sloan Thomas
Professional Title Agency a division of LandCastle Title Group, LLC

Prepared by and Return To:
Amy Sloan Thomas
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: OR942305006

APN/Parcel ID(s): 741801130040

WARRANTY DEED

THIS WARRANTY DEED dated August 1, 2023, by **D'Nina Lyons, a single woman**, hereinafter called the grantor, to **Bethel Baptist Church of New Smyrna Beach, Inc., a Florida not for Profit Corporation**, whose post office address is 1407 Enterprise Ave, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

Lot (s) 4 and 5, Block 13, Map of Hamilton's Addition to New Smyrna, FLA, according to the map or plat thereof, as recorded in Map Book 6, Page 162, of the Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise 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 31, 2022.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Amy Sloan Thomas
Witness #1 Signature

Amy Sloan Thomas
Print Name

Kaley Koonce
Witness #2 Signature

Kaley Koonce
Print Name

D'Nina Lyons
D'Nina Lyons

Address: 2990 S Fiske Blvd
Rockledge, FL 32955

State of Nevada
County of Clark

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [X] online notarization, this 1st day of August, 2023, by **D'Nina Lyons, a single woman**, to me known to be the person(s) described in or who has/have produced Driver License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

This document was signed and notarized using two-way audio and video recording technology.

Kaley Koonce
NOTARY PUBLIC
My Commission Expires: 11/23/2024

[SEAL]

Kaley Koonce
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 20-5878-01
Expires November 23, 2024

Notarial act performed by audio-video communication.

ORDINANCE NO. 76-23

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 0.3± ACRES OF PROPERTY LOCATED ON THE NORTHEAST CORNER OF SPRUCE STREET AND ENTERPRISE AVENUE, ADDRESSED AS 1409 ENTERPRISE 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, Levarne Carter, Jr., 615 Washington Street, New Smyrna Beach, Florida 32168, applicant on behalf of Bethel Baptist Church, 1407 Enterprise Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 0.3± acres of land located on the northeast corner of Spruce Street and Enterprise Avenue, from Volusia County *Urban Medium Intensity* to City *Medium Density Residential*; to amend City Neighborhoods Map II-1 to show the subject property is located within the Historic Westside Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone X Unshaded; 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 D 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 2-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 E 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 2-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 soils with severe limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map

VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 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 October 2, 2023, and by a vote of 7-0 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 *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 Historic Westside 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 X Unshaded.

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

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *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 D 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 2-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 E 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 2-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 severe limitations.

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

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

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

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

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

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

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

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 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 November 14, 2023, 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: ***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: 10/12/2023

EXHIBIT "A"

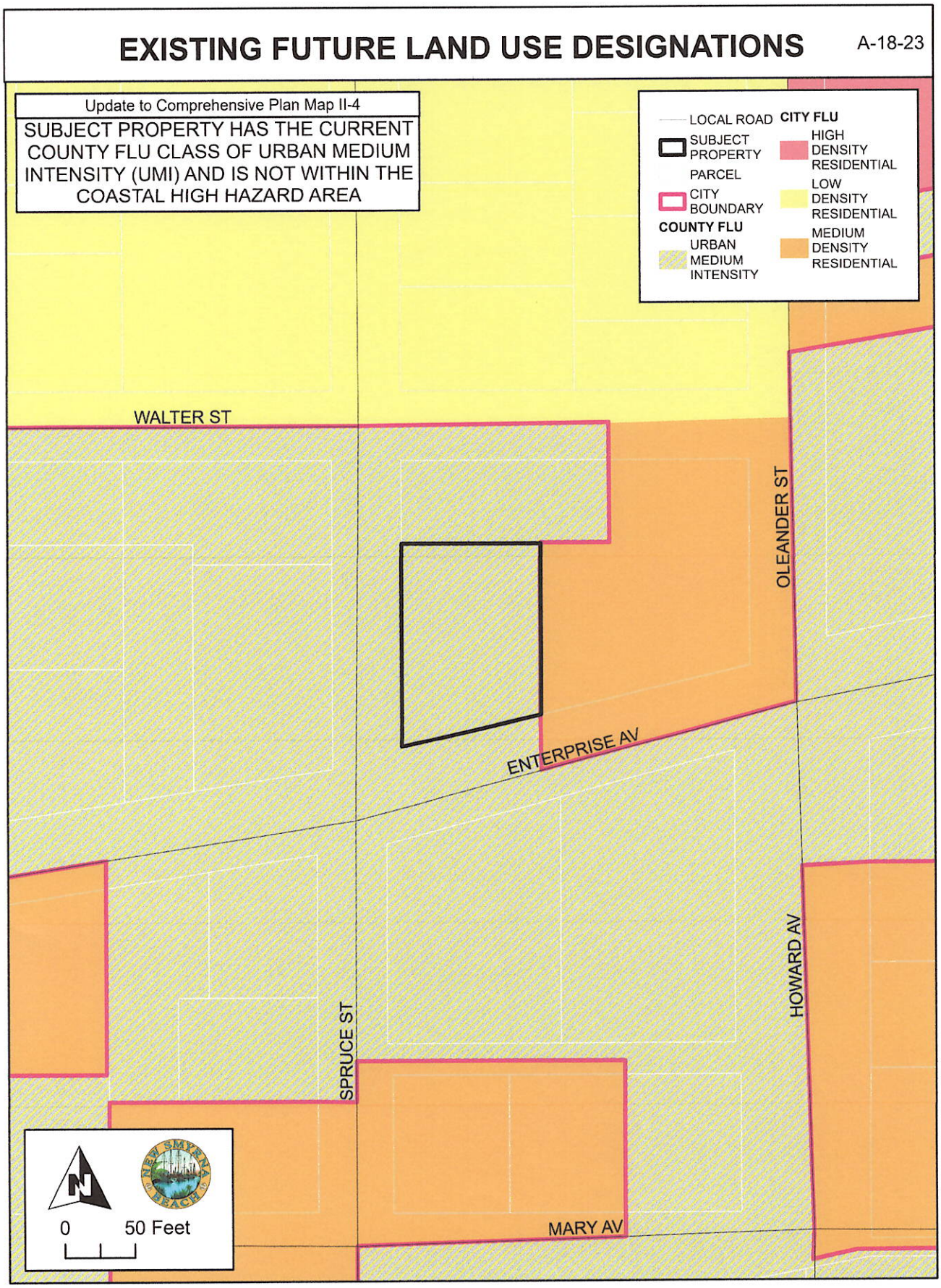

EXISTING FUTURE LAND USE DESIGNATIONS
A-18-23
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF URBAN MEDIUM INTENSITY (UMI) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
LOCAL ROAD
SUBJECT PROPERTY PARCEL
CITY BOUNDARY
COUNTY FLU
URBAN MEDIUM INTENSITY
CITY FLU
HIGH DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
WALTER ST
OLEANDER ST
ENTERPRISE AV
SPRUCE ST
HOWARD AV
MARY AV
0
50 Feet

EXHIBIT "A"

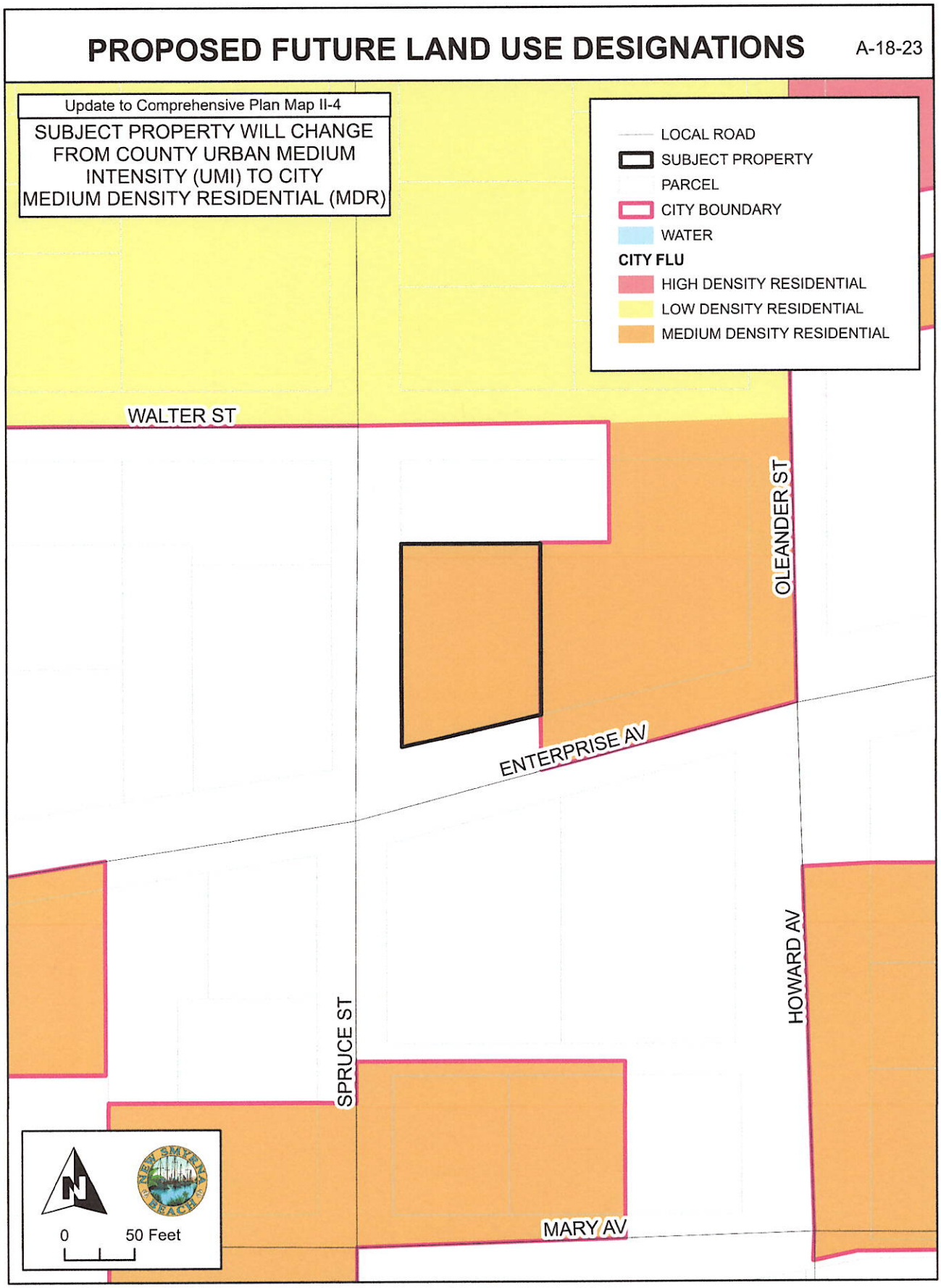

PROPOSED FUTURE LAND USE DESIGNATIONS
A-18-23
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN MEDIUM INTENSITY (UMI) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR)
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
HIGH DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
WALTER ST
OLEANDER ST
ENTERPRISE AV
SPRUCE ST
HOWARD AV
MARY AV
0
50 Feet

EXHIBIT "B"

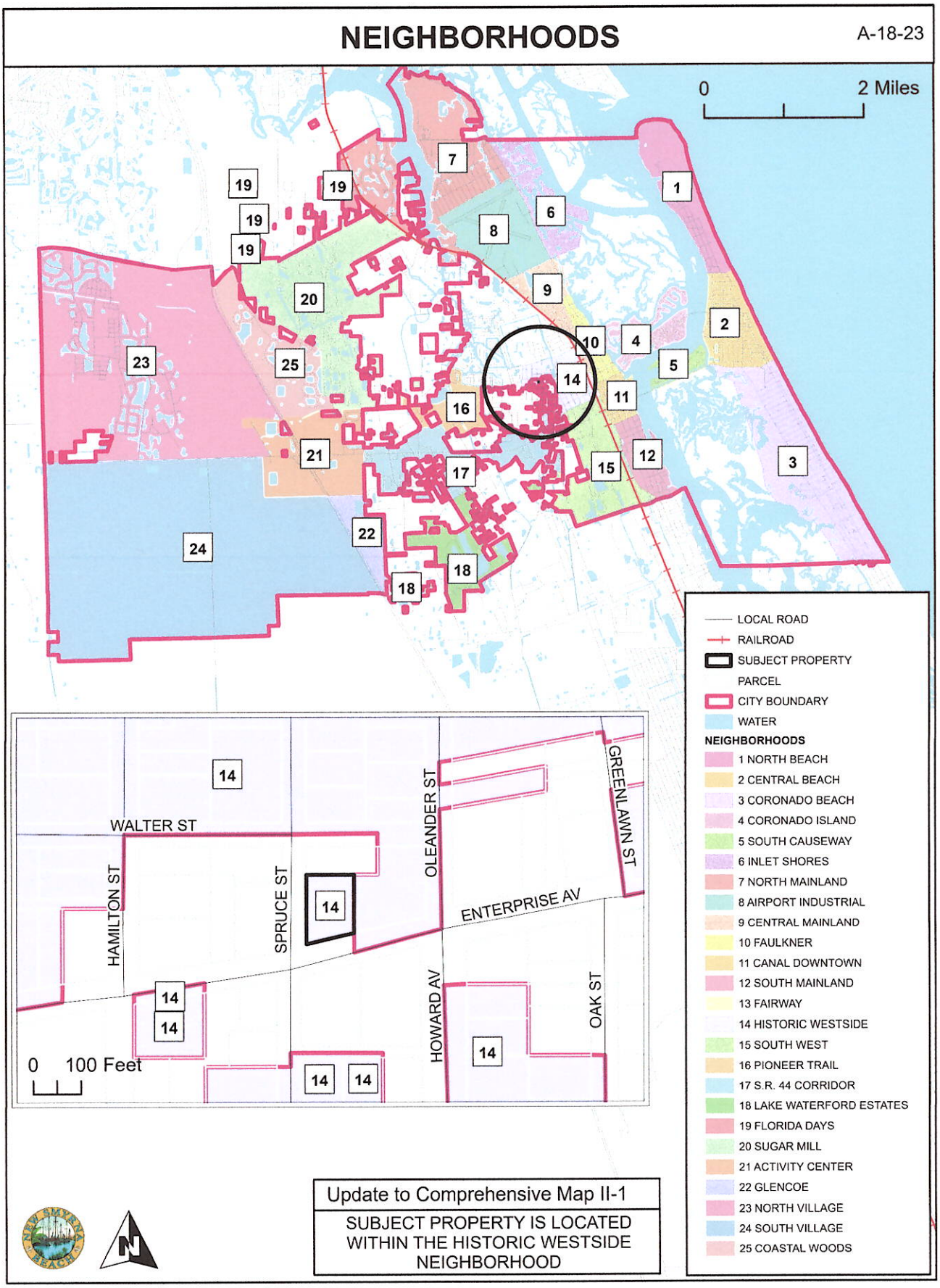

NEIGHBORHOODS
A-18-23
0
2 Miles
WALTER ST
HAMILTON ST
SPRUCE ST
OLEANDER ST
GREENLAWN ST
ENTERPRISE AV
HOWARD AV
OAK ST
0 100 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
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 HISTORIC WESTSIDE NEIGHBORHOOD

EXHIBIT "C"

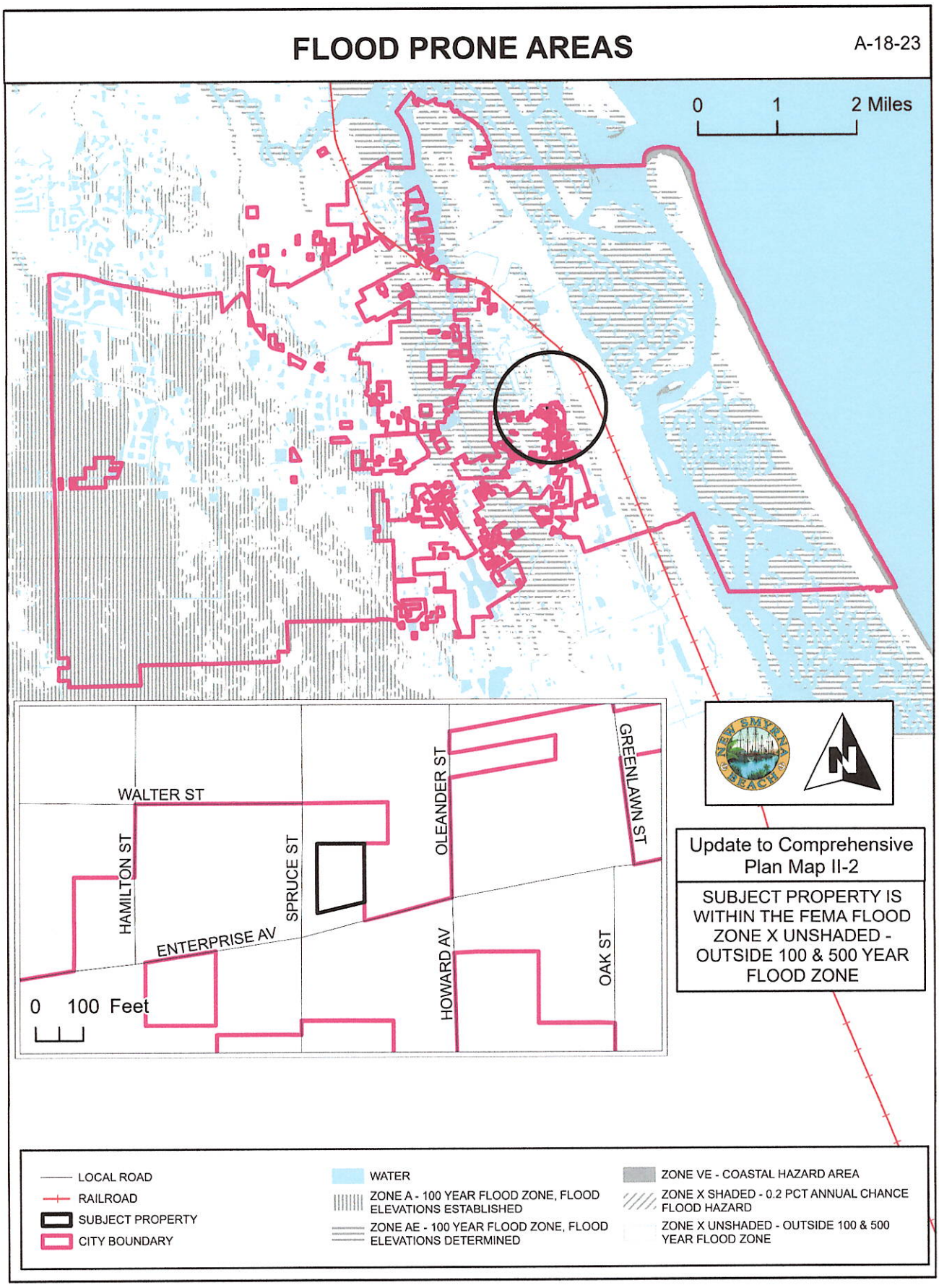

FLOOD PRONE AREAS
A-18-23
0 1 2 Miles
WALTER ST
HAMILTON ST
SPRUCE ST
OLEANDER ST
GREENLAWN ST
ENTERPRISE AV
HOWARD AV
OAK ST
0 100 Feet
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

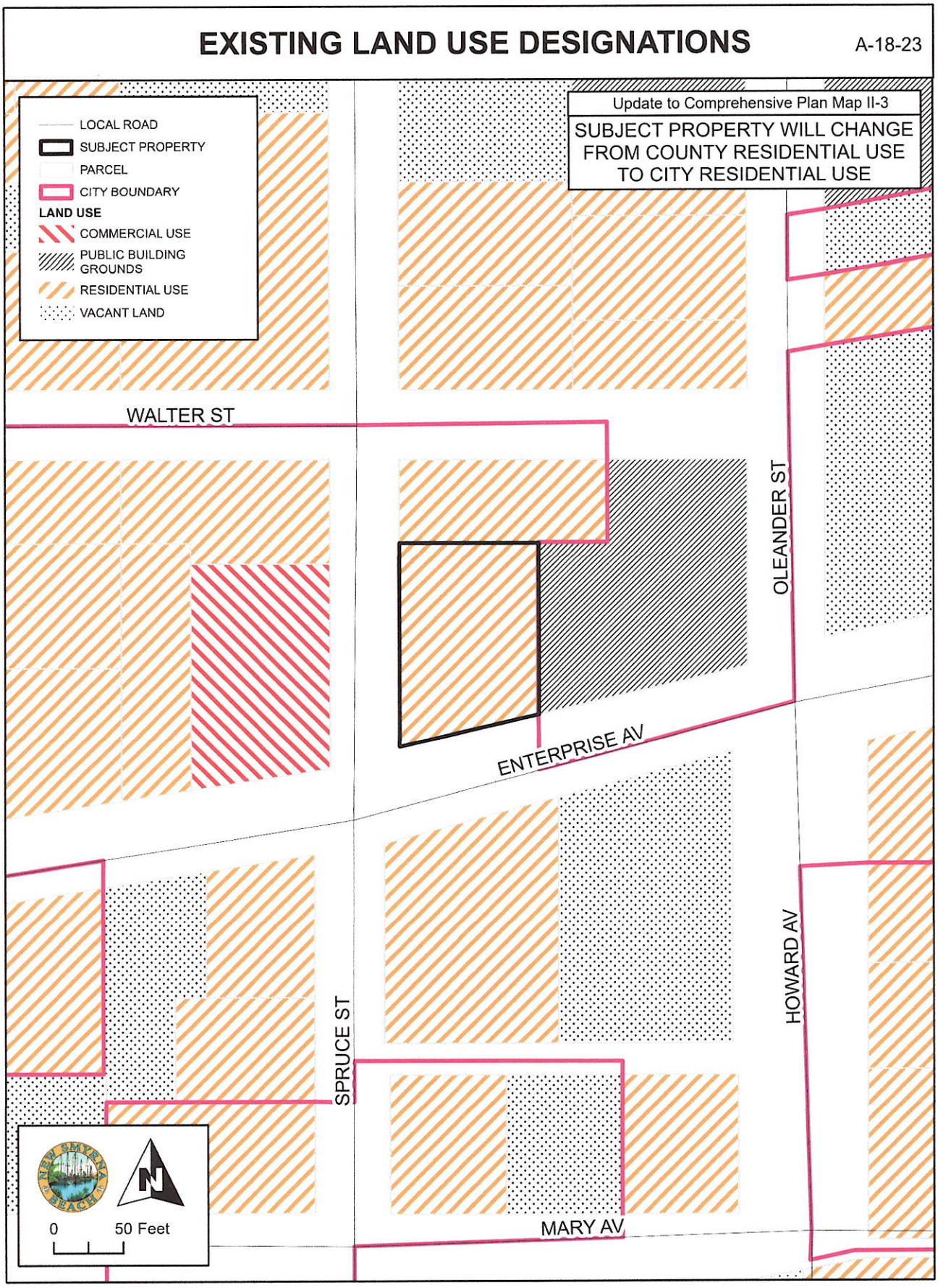

EXISTING LAND USE DESIGNATIONS
A-18-23
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
COMMERCIAL USE
PUBLIC BUILDING GROUNDS
RESIDENTIAL USE
VACANT LAND
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE
WALTER ST
OLEANDER ST
ENTERPRISE AV
SPRUCE ST
HOWARD AV
MARY AV
0
50 Feet

EXHIBIT "E"

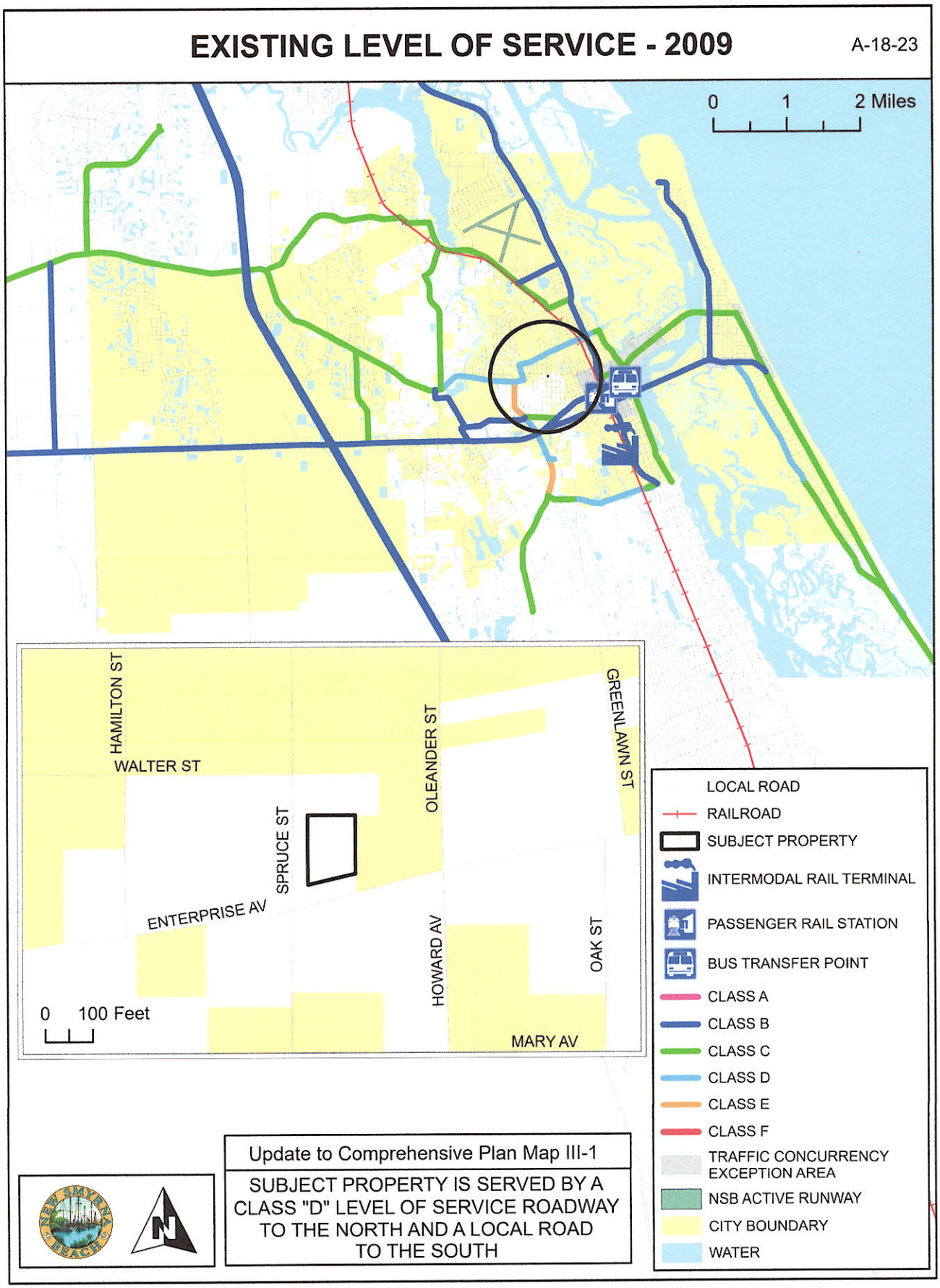

EXISTING LEVEL OF SERVICE - 2009
A-18-23
0 1 2 Miles
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
GREENLAWN ST
ENTERPRISE AV
HOWARD AV
OAK ST
MARY AV
0 100 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS 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 "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

EXHIBIT "F"

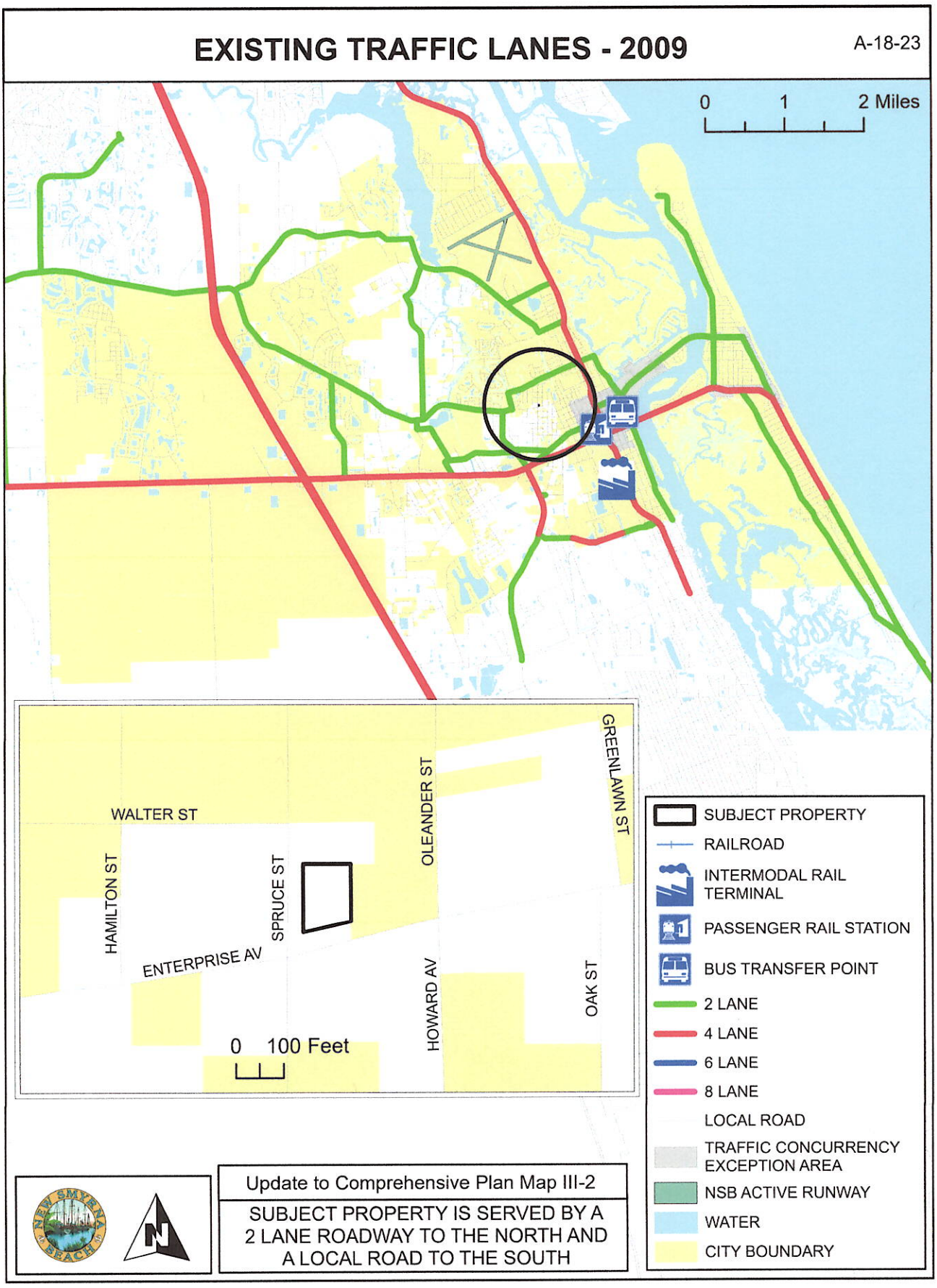

EXISTING TRAFFIC LANES - 2009
A-18-23
0 1 2 Miles
WALTER ST
HAMILTON ST
SPRUCE ST
ENTERPRISE AV
OLEANDER ST
HOWARD AV
GREENLAWN ST
OAK ST
0 100 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

EXHIBIT "G"

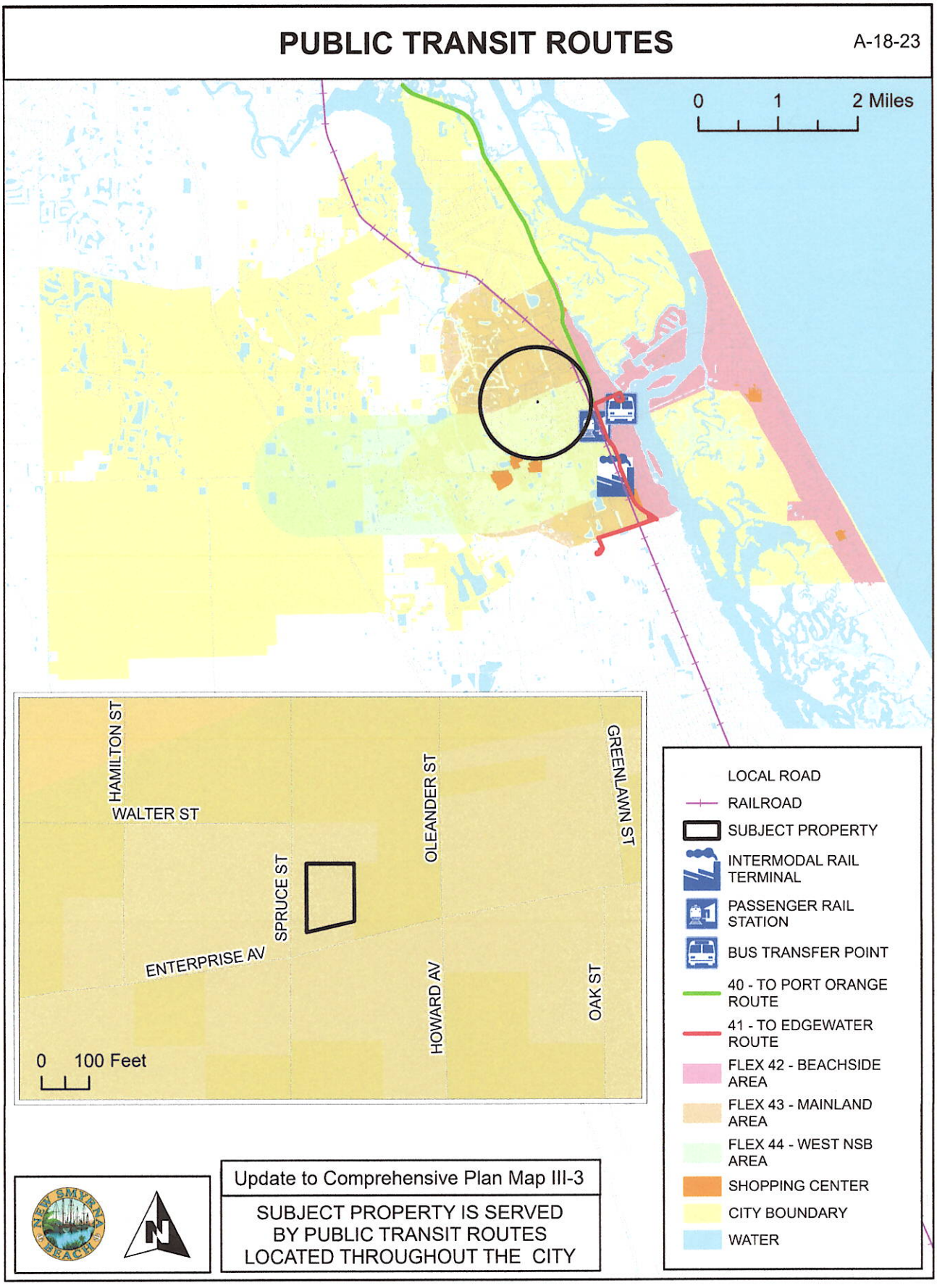

PUBLIC TRANSIT ROUTES
A-18-23
0 1 2 Miles
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
GREENLAWN ST
ENTERPRISE AV
HOWARD AV
OAK ST
0 100 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - 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

EXHIBIT "H"

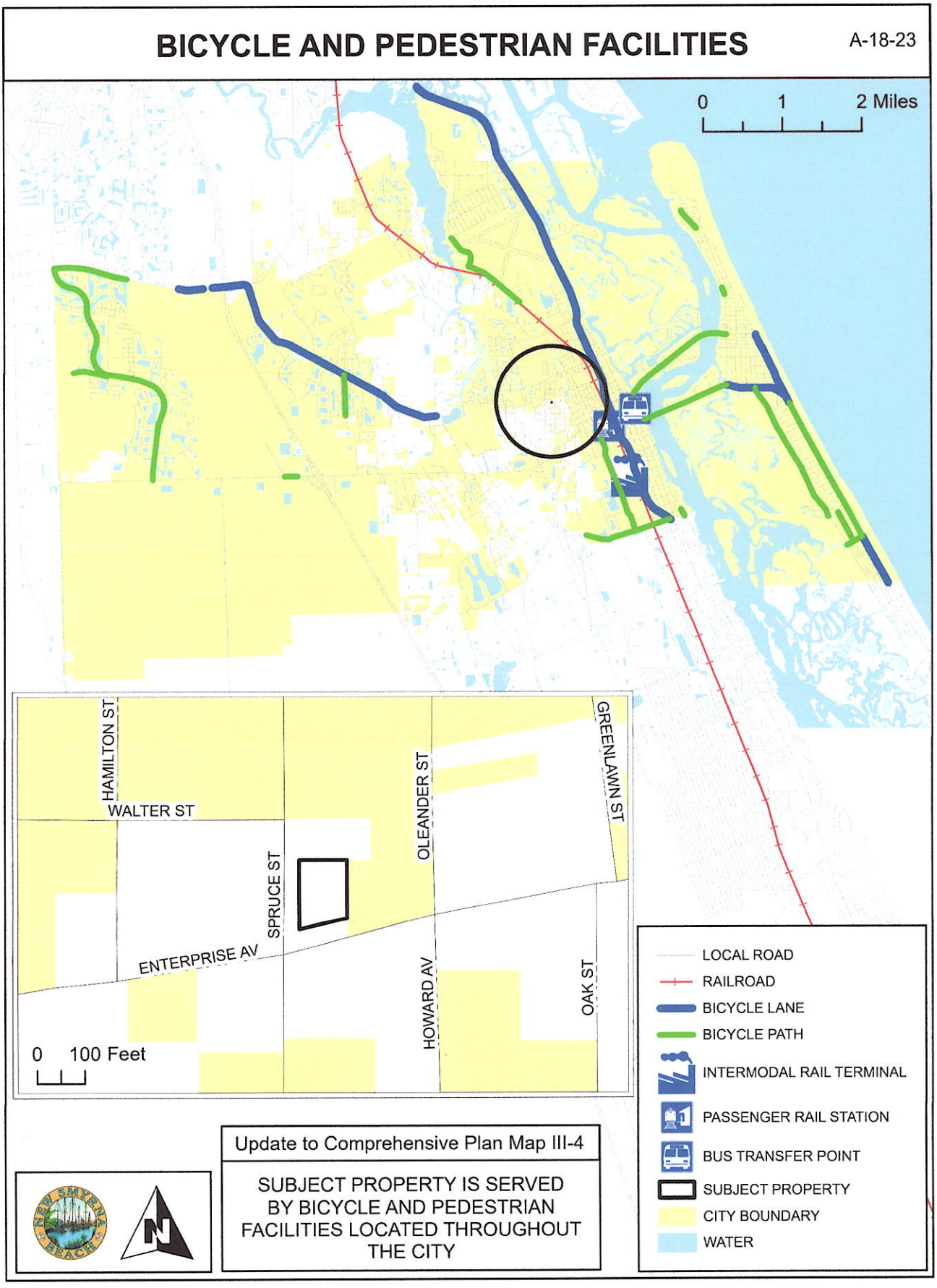

BICYCLE AND PEDESTRIAN FACILITIES
A-18-23
0 1 2 Miles
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
GREENLAWN ST
ENTERPRISE AV
HOWARD AV
OAK ST
0 100 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

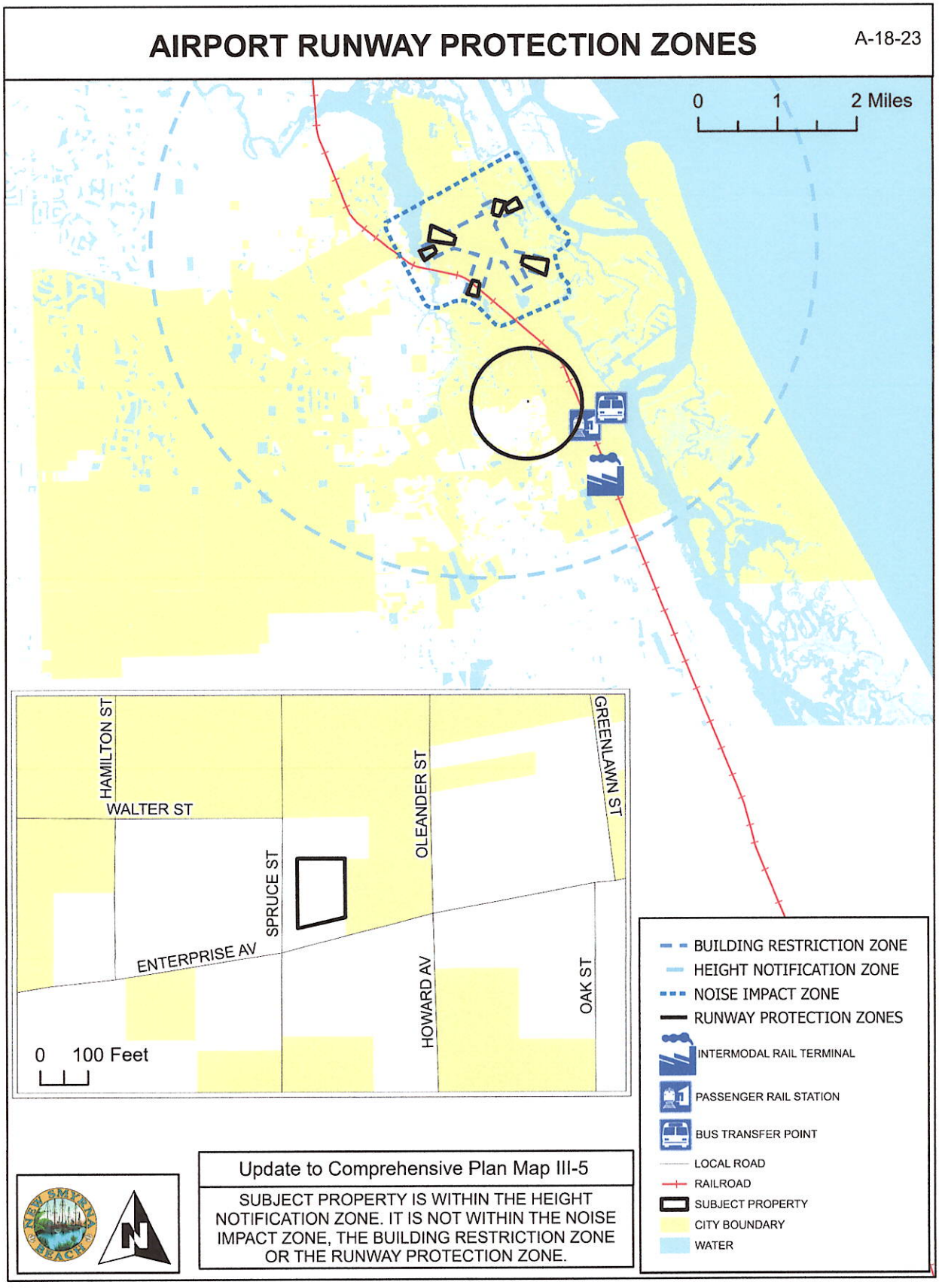

AIRPORT RUNWAY PROTECTION ZONES
A-18-23
0 1 2 Miles
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
GREENLAWN ST
ENTERPRISE AV
HOWARD AV
OAK ST
0 100 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER 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.

EXHIBIT "J"

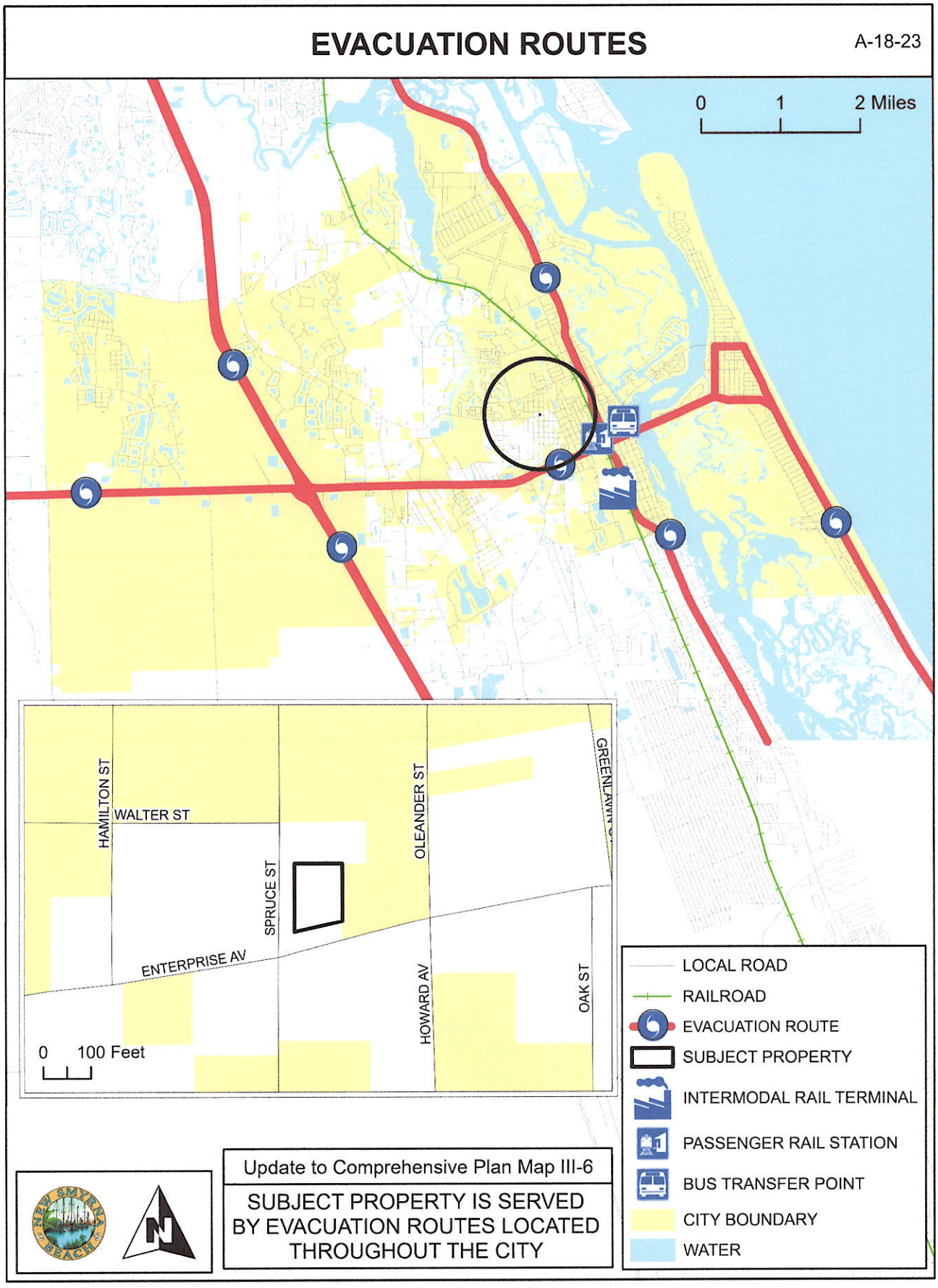

EVACUATION ROUTES
A-18-23
0 1 2 Miles
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
GREENLAWN
ENTERPRISE AV
HOWARD AV
OAK ST
0 100 Feet
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

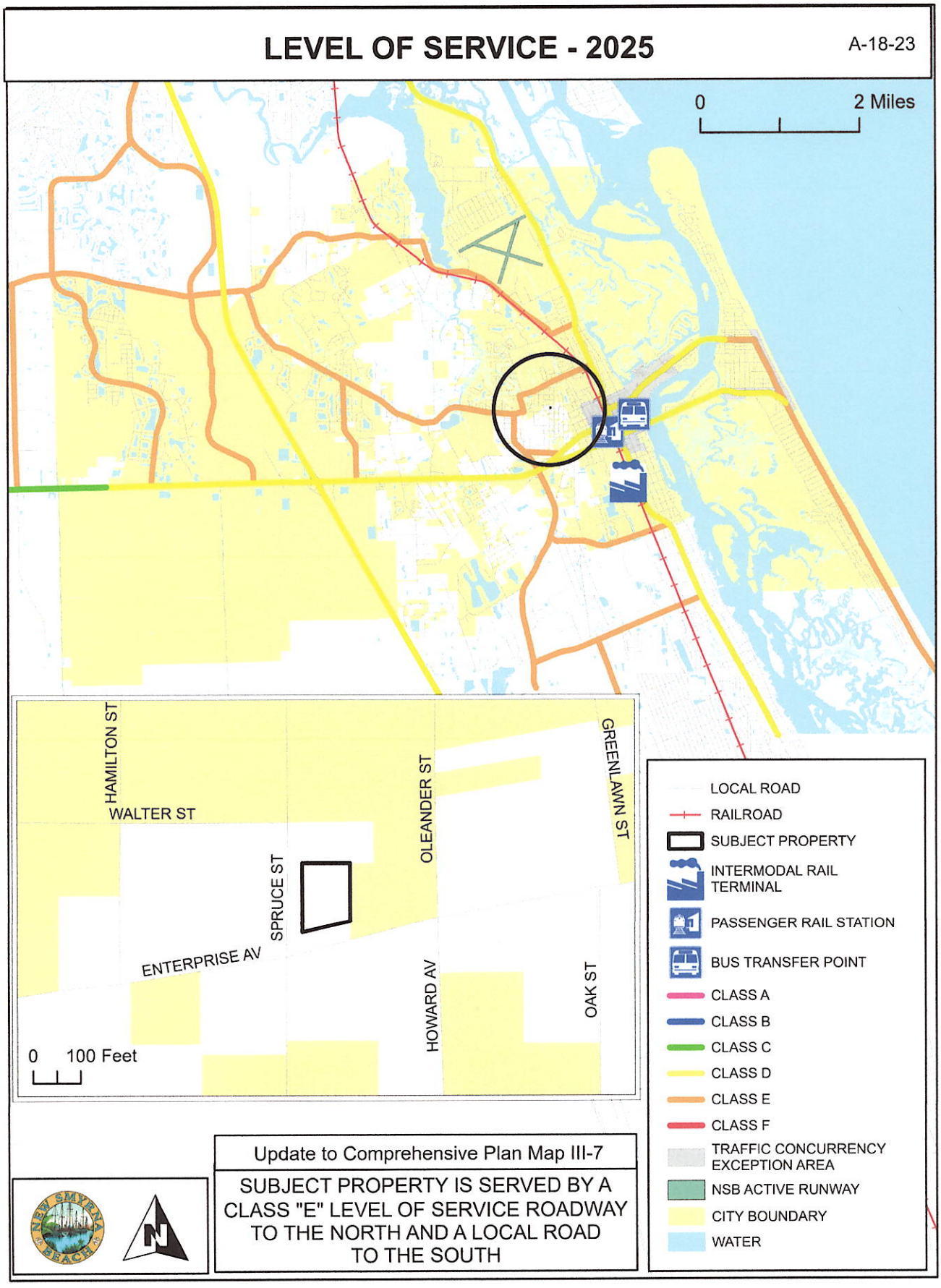

LEVEL OF SERVICE - 2025
A-18-23
0
2 Miles
A
HAMILTON ST
WALTER ST
SPRUCE ST
ENTERPRISE AV
OLEANDER ST
HOWARD AV
GREENLAWN ST
OAK ST
0 100 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

EXHIBIT "L"

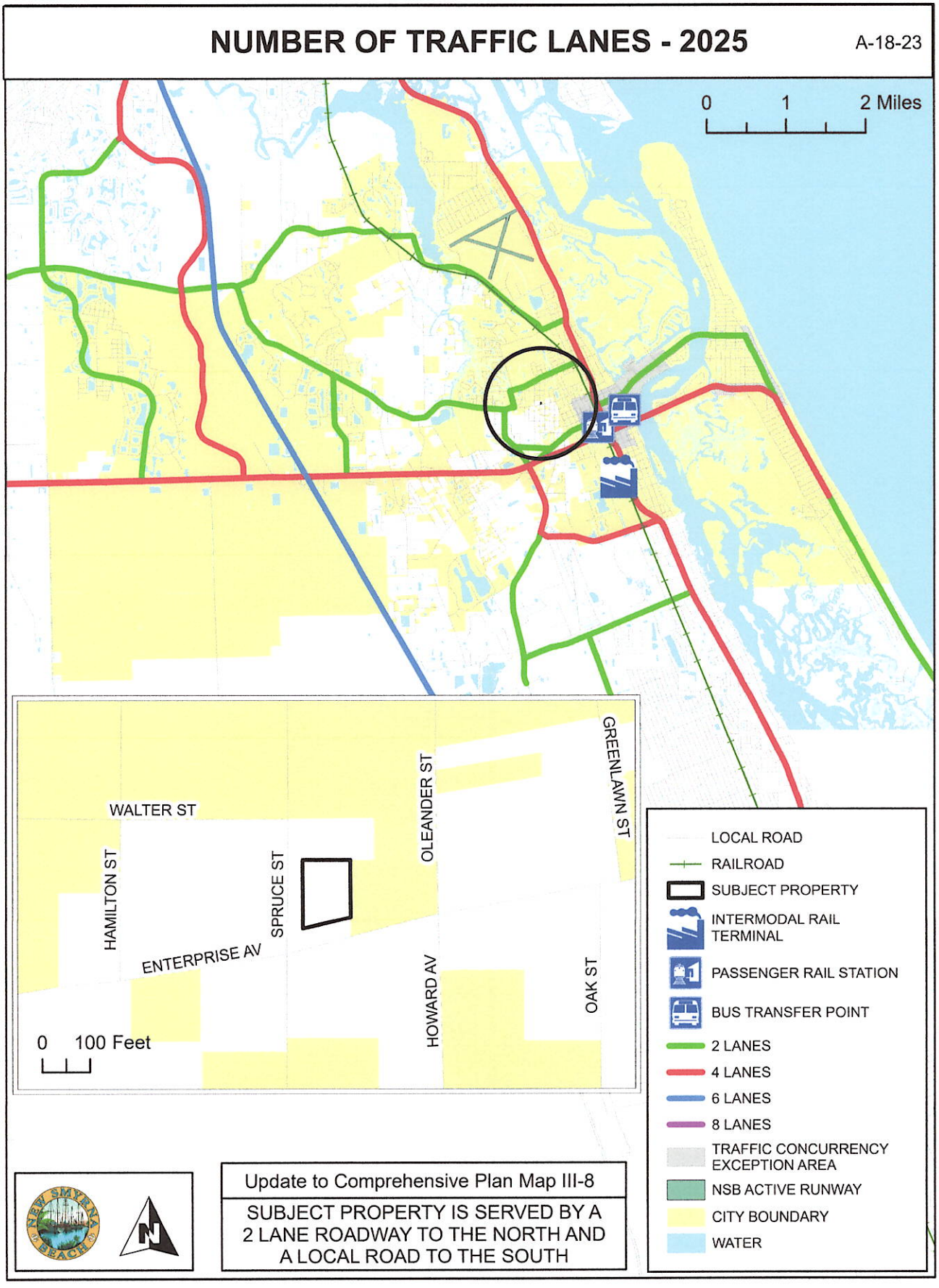

NUMBER OF TRAFFIC LANES - 2025
A-18-23
0 1 2 Miles
WALTER ST
HAMILTON ST
SPRUCE ST
ENTERPRISE AV
OLEANDER ST
HOWARD AV
GREENLAWN ST
OAK ST
0 100 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

EXHIBIT "M"

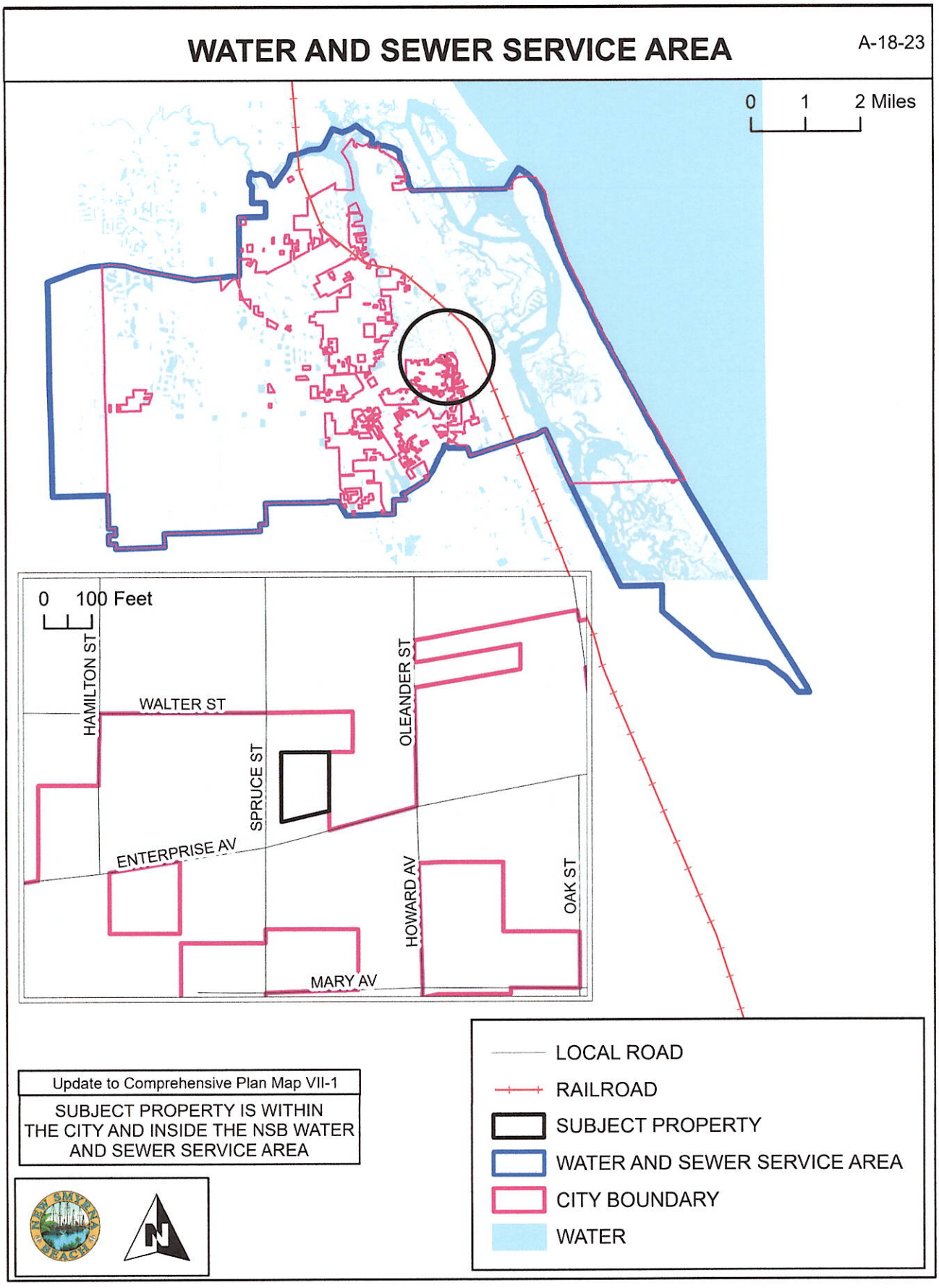

WATER AND SEWER SERVICE AREA
A-18-23
0 1 2 Miles
0 100 Feet
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
ENTERPRISE AV
HOWARD AV
OAK ST
MARY AV
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

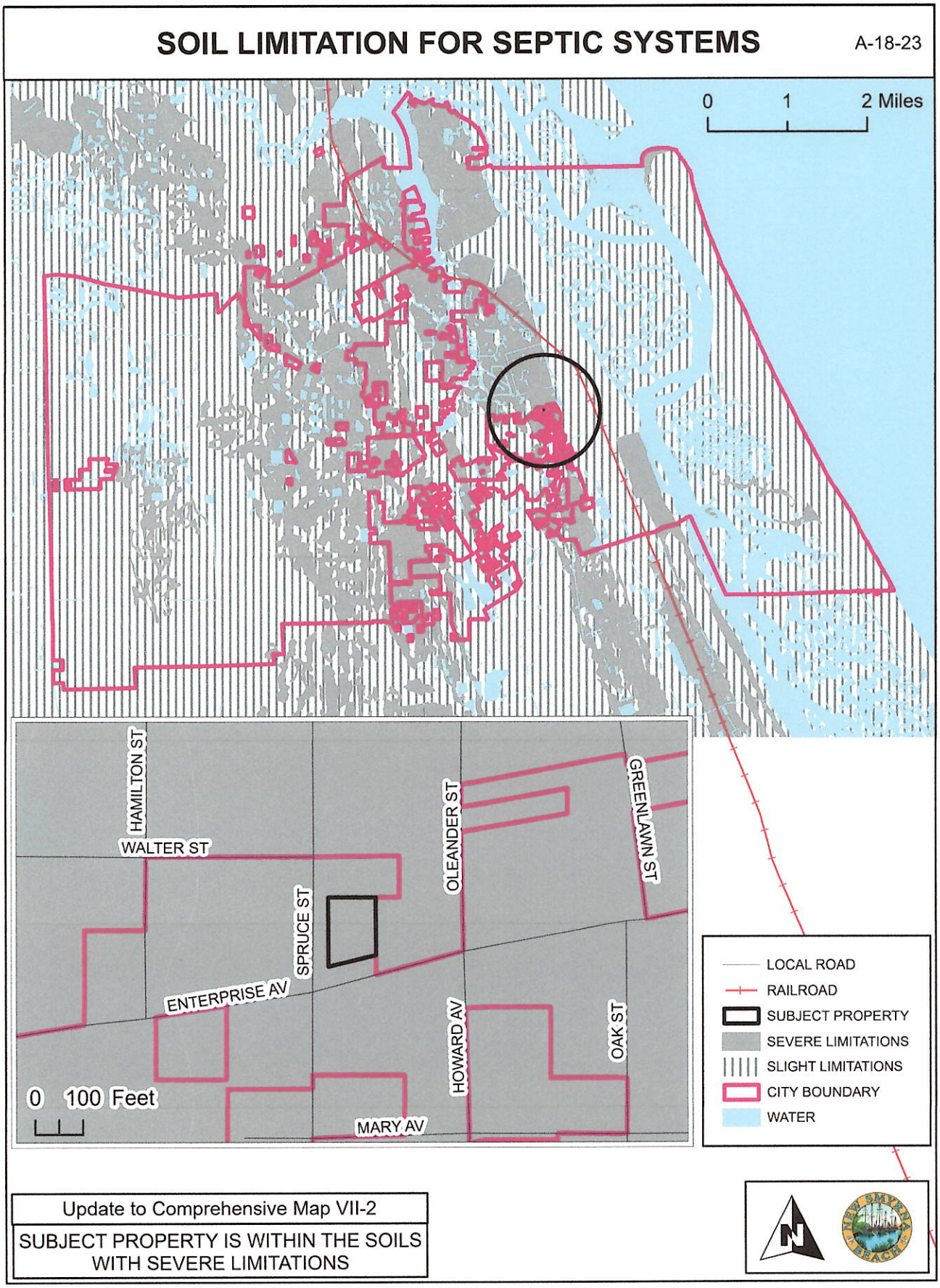

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-18-23
0 1 2 Miles
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
GREENLAWN ST
ENTERPRISE AV
HOWARD AV
OAK ST
MARY AV
0 100 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

EXHIBIT "O"

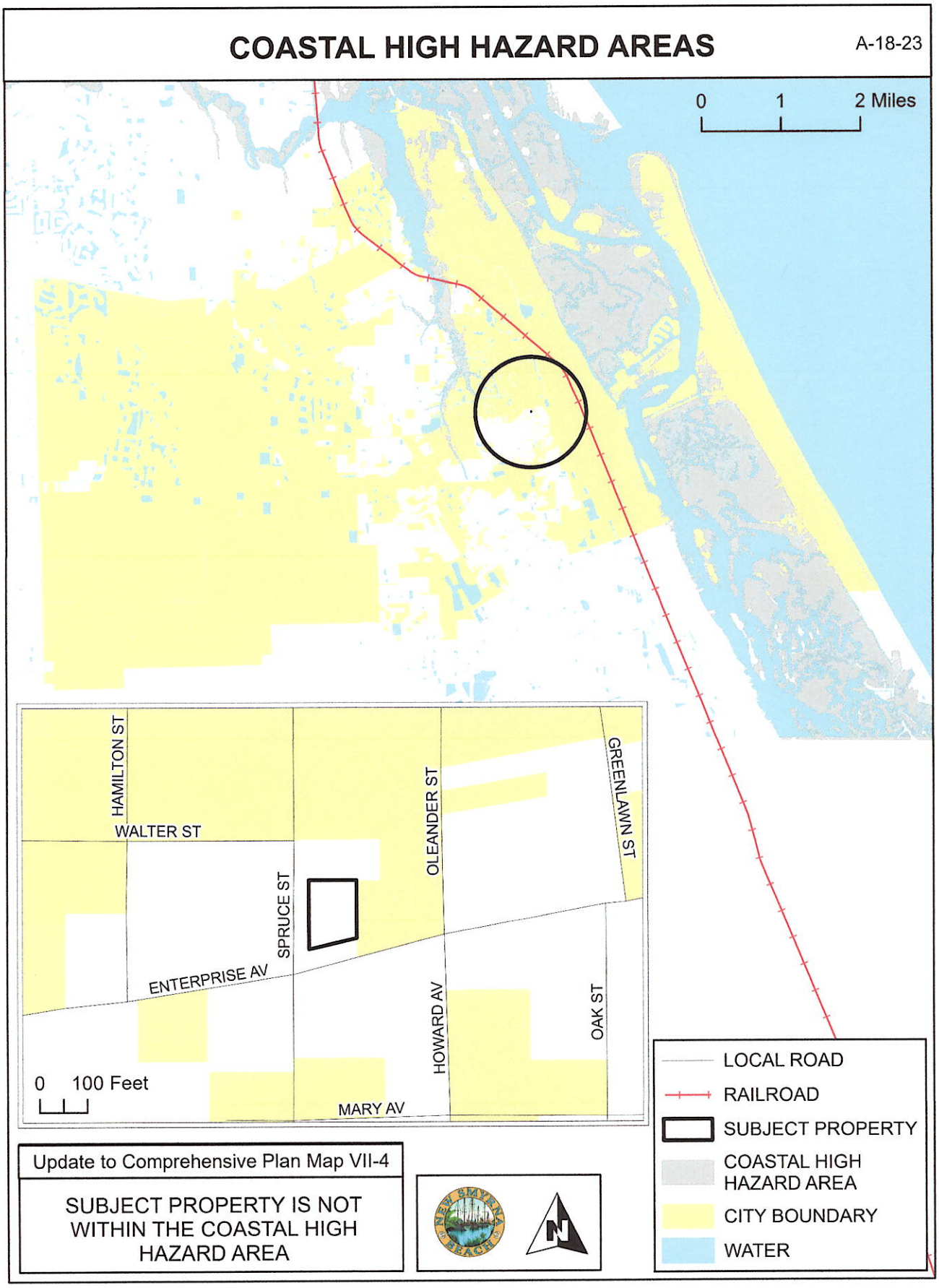

COASTAL HIGH HAZARD AREAS
A-18-23
0 1 2 Miles
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
GREENLAWN ST
ENTERPRISE AV
HOWARD AV
OAK ST
MARY AV
0 100 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EXHIBIT "P"

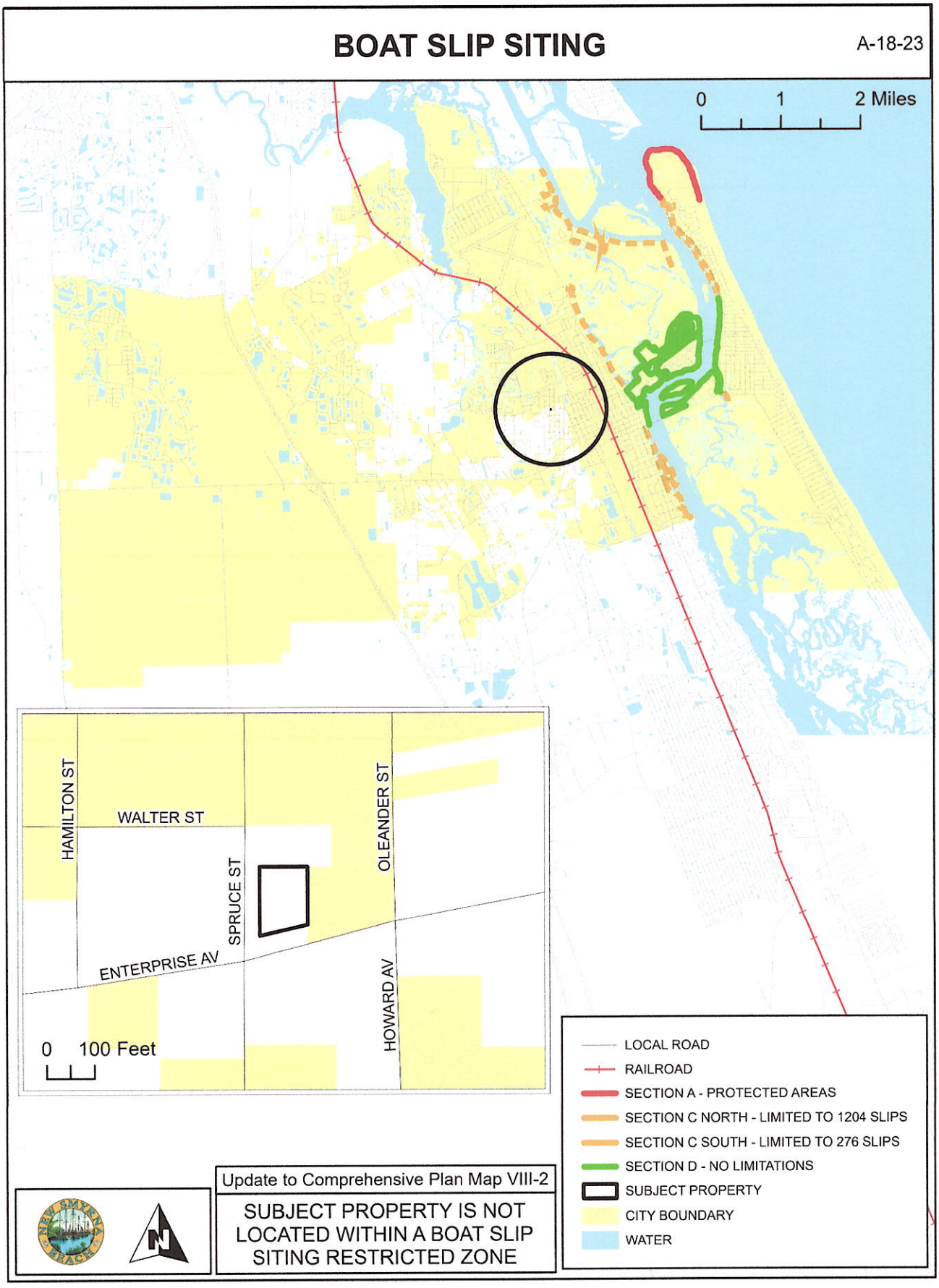

BOAT SLIP SITING
A-18-23
0 1 2 Miles
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
ENTERPRISE AV
HOWARD AV
0 100 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

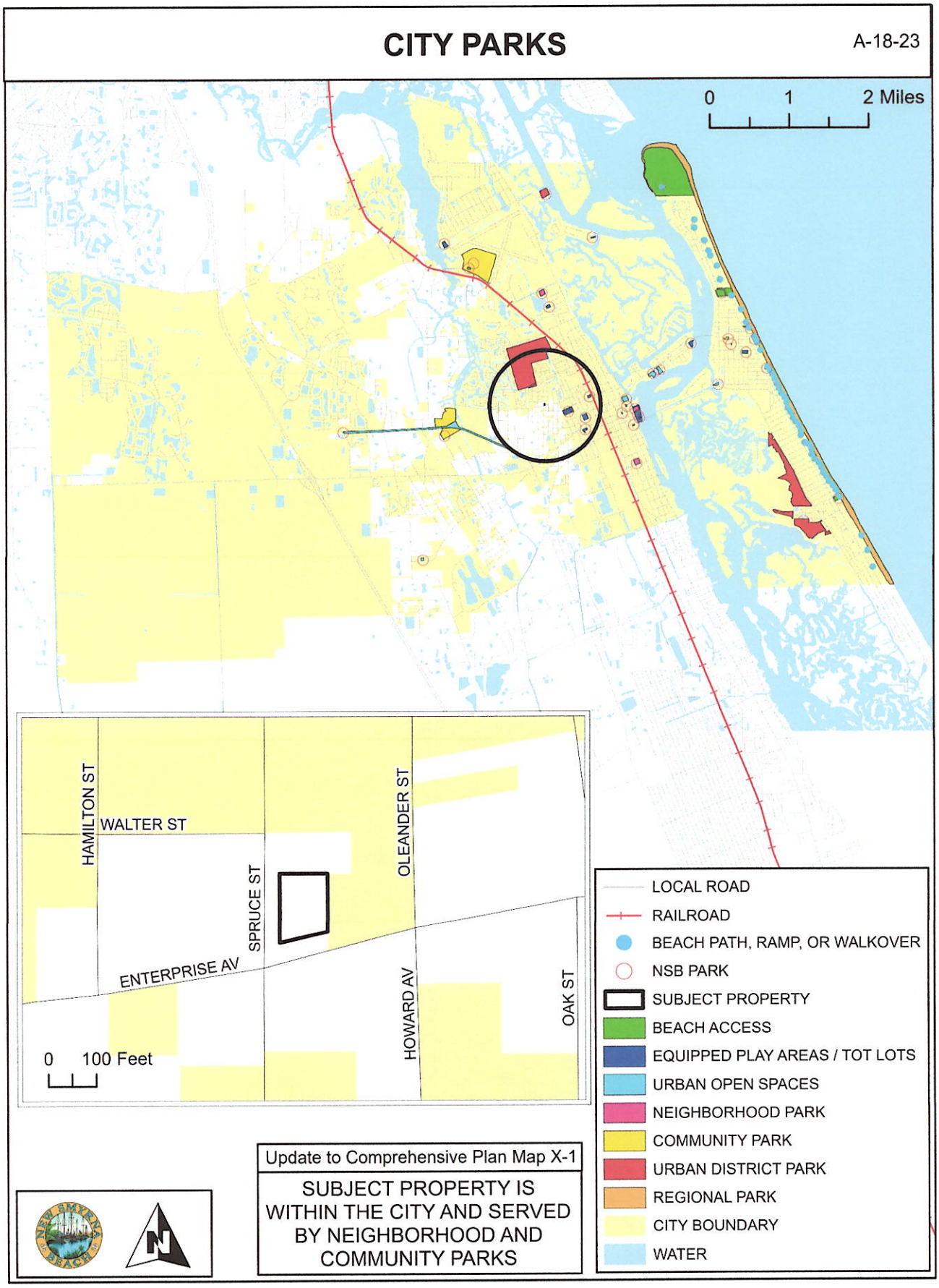
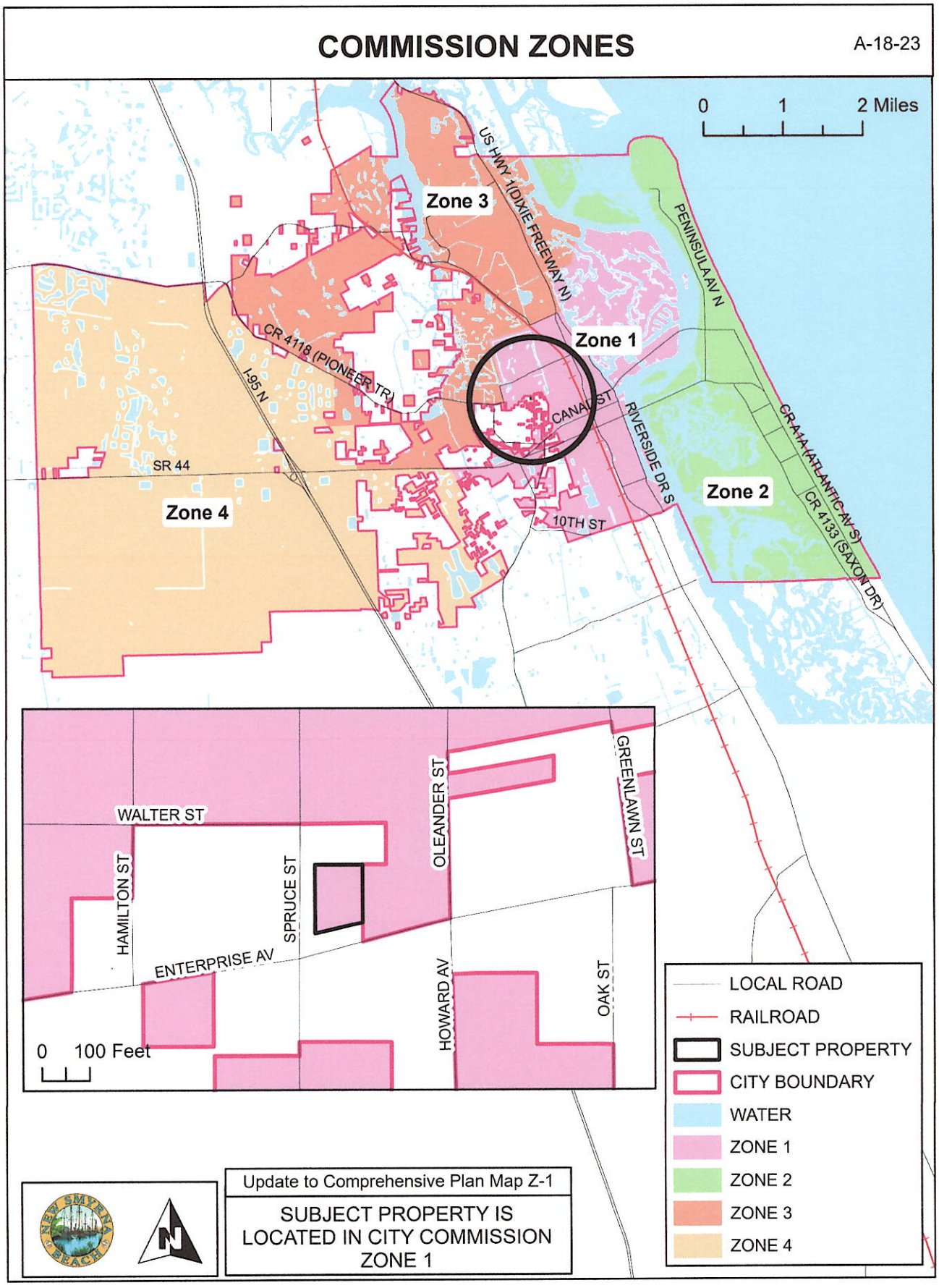

CITY PARKS
A-18-23
0 1 2 Miles
HAMILTON ST
WALTER ST
SPRUCE ST
OLEANDER ST
ENTERPRISE AV
HOWARD AV
OAK ST
0 100 Feet
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT 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-18-23
0 1 2 Miles
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
Zone 3
Zone 1
Zone 2
Zone 4
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4A (ATLANTIC AV S)
CR 4133 (SAXON DR)
WALTER ST
HAMILTON ST
SPRUCE ST
ENTERPRISE AV
OLEANDER ST
HOWARD AV
OAK ST
GREENLAWN ST
0 100 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. 77-23: CONDUCT THE SECOND READING AND QUASI-JUDICIAL PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD REZONE APPROXIMATELY 0.33 + ACRES OF LAND TO CITY R-2, SINGLE FAMILY RESIDENTIAL, WITH AN "A" ATTACHED FOR THE AIRPORT HEIGHT NOTIFICATION ZONE FOR PROPERTY LOCATED AT 1409 ENTERPRISE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION.

November 14, 2023

Background:

Applicant: Levarne Carter Jr., 615 Washington Street, New Smyrna Beach, Florida 32168

Property Owner: Bethel Baptist Church of New Smyrna Beach, 1407 Enterprise Avenue, New Smyrna Beach, Florida 32168

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:** 0.33 ± acres
- **Location:** Northeast corner of Spruce Street and Enterprise Avenue addressed as 1409 Enterprise Avenue.

Tax I.D. Number: 7418-01-13-0040

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 to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject

property at 1409 Enterprise Avenue currently has a single-family house. 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 associated 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 and zoning designations that would be as similar as possible to existing County designations. The existing County Future Land Use designation is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU designation 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 similarly 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 1409 Enterprise Avenue currently has a single-family house with no plans to increase density 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**.

All required notifications and advertising per the Florida Statues, City Land Development Regulations, and Inter Local Service Boundary Agreement for the Planning and Zoning Board has been done.

Recommendation:

At its regular scheduled meeting on October 2, 2023 the Planning and Zoning Board voted, 7-0, to give the City Commission a positive recommendation to the City Commission to approve the requested 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 the City Commission to **approve** the requested rezoning to City R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

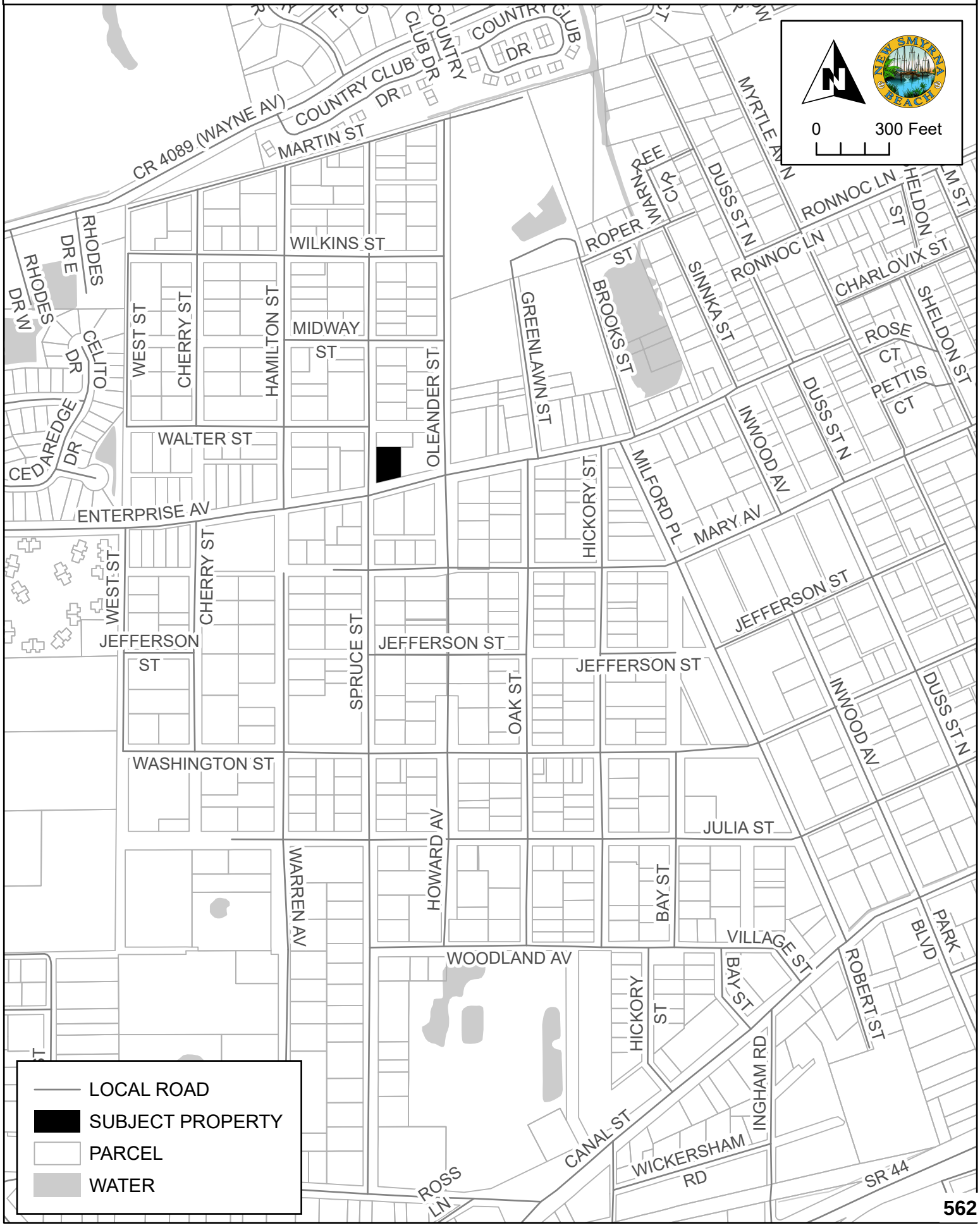
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Planner II

Attachments:

A-18-23 Exhibit A Location Map.pdf
A-18-23 Exhibit B Aerial Map.pdf
A-18-23 Exhibit C Existing Zoning Map.pdf
A-18-23 Exhibit D County R-4 Zoning Text.pdf
A-18-23 Exhibit E Existing Land Use Map.pdf
A-18-23 Exhibit F City R-2 Zoning Map.pdf
A-18-23 Exhibit G Proposed Zoning Text.pdf
A-18-23 Exhibit H Interlocal Service Boundary Agreement Map.pdf
A-18-23 Exhibit I Legal Description.pdf
A-18-23 Exhibit J Warranty Deed.pdf
Ord 77-23 Rezoning 1409 Enterprise Ave.pdf

A-18-23: 1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040 LOCATION MAP

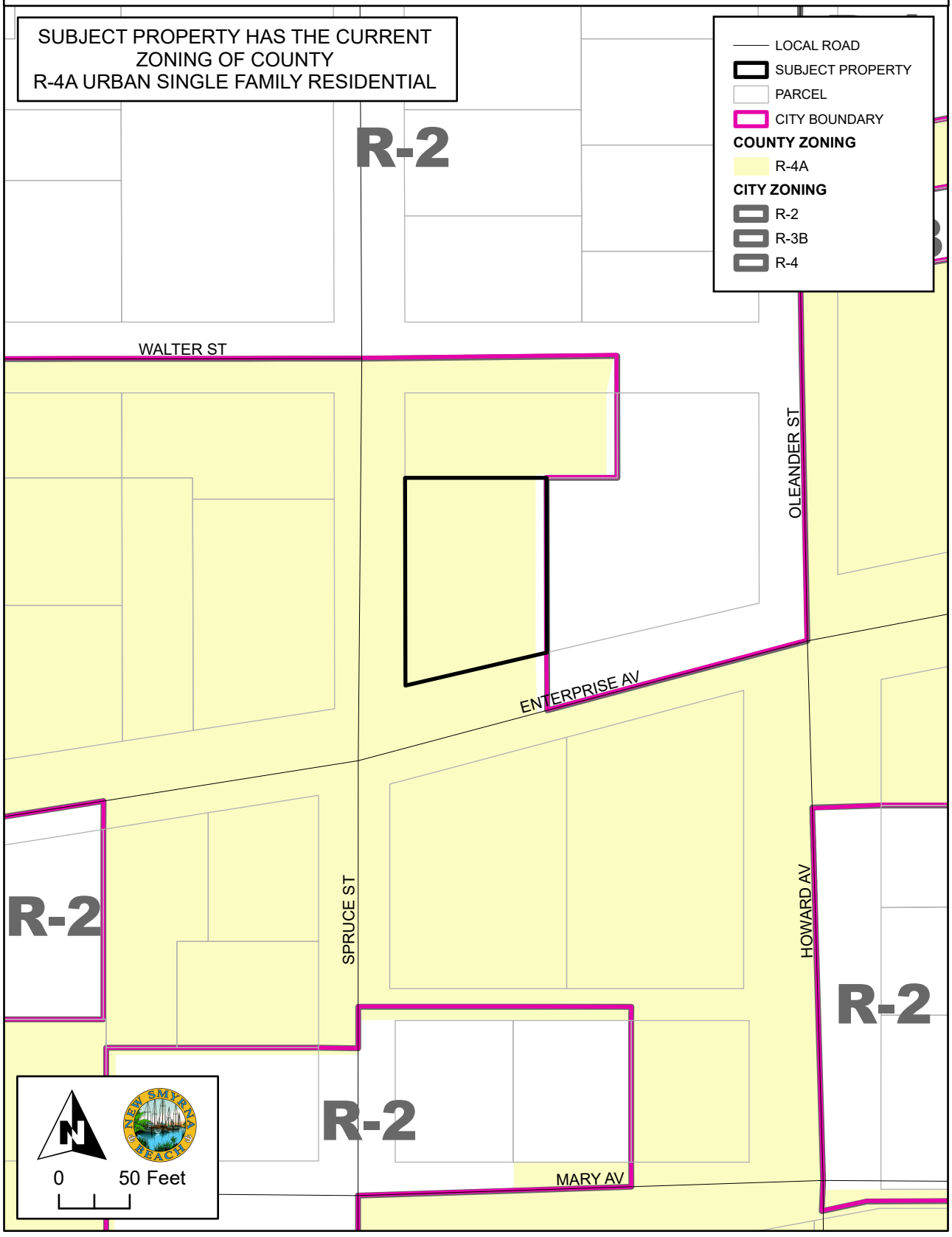


A-18-23: 1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040 AERIAL MAP



EXISTING ZONING

A-18-23



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.

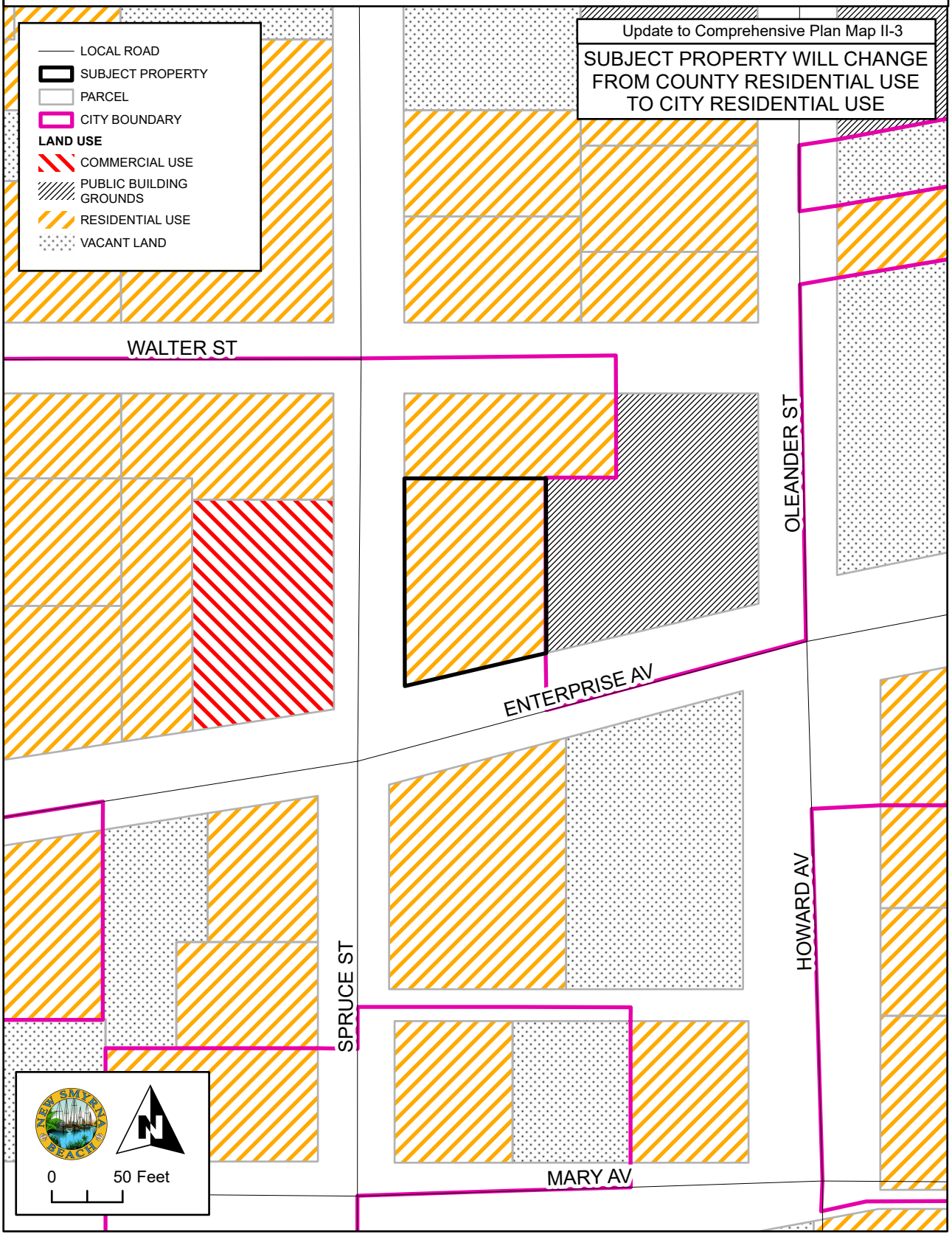
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

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-18-23



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 church property, subject to the following additional conditions:

1. The church 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 church 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 churches 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:

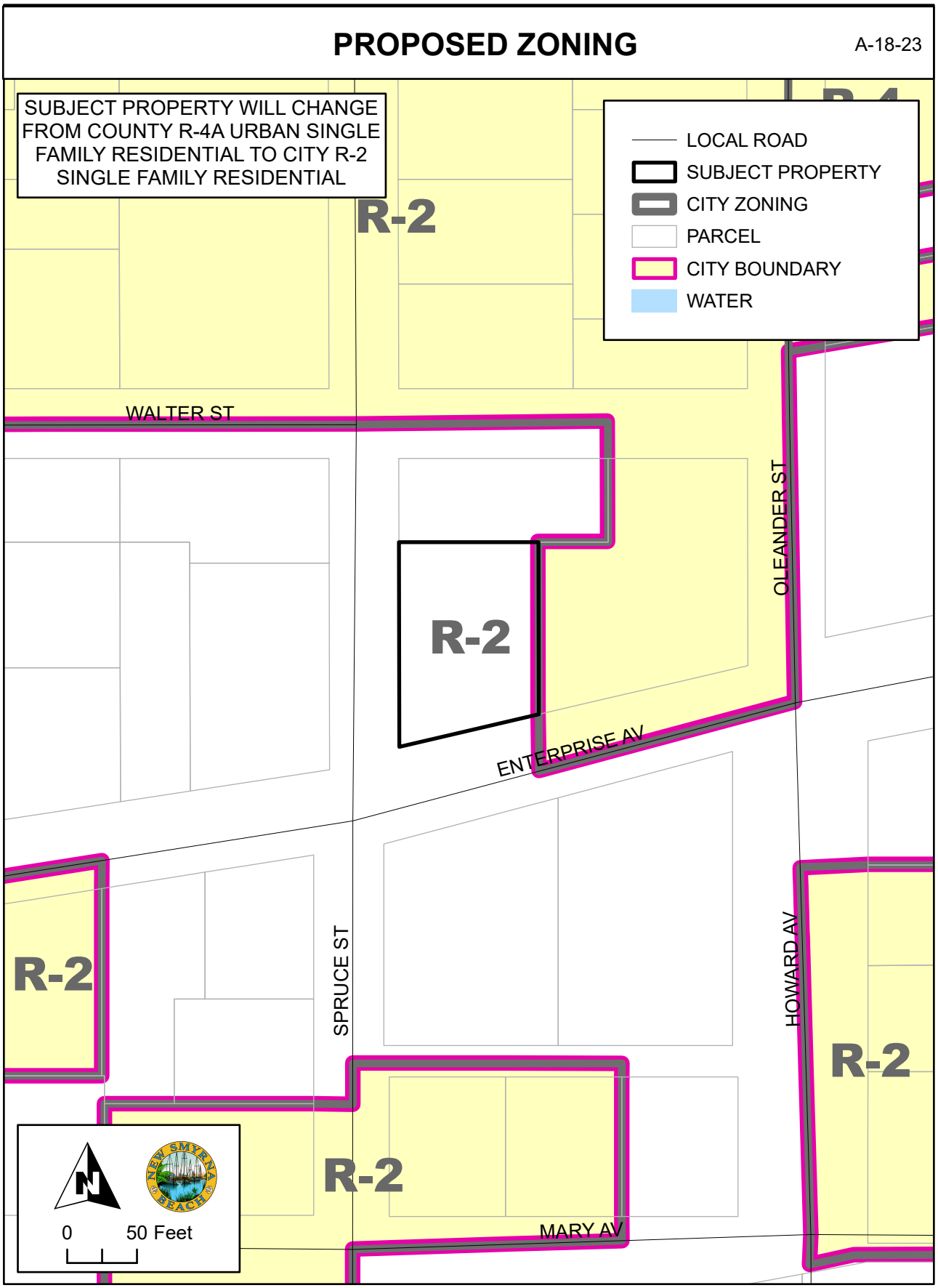
There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

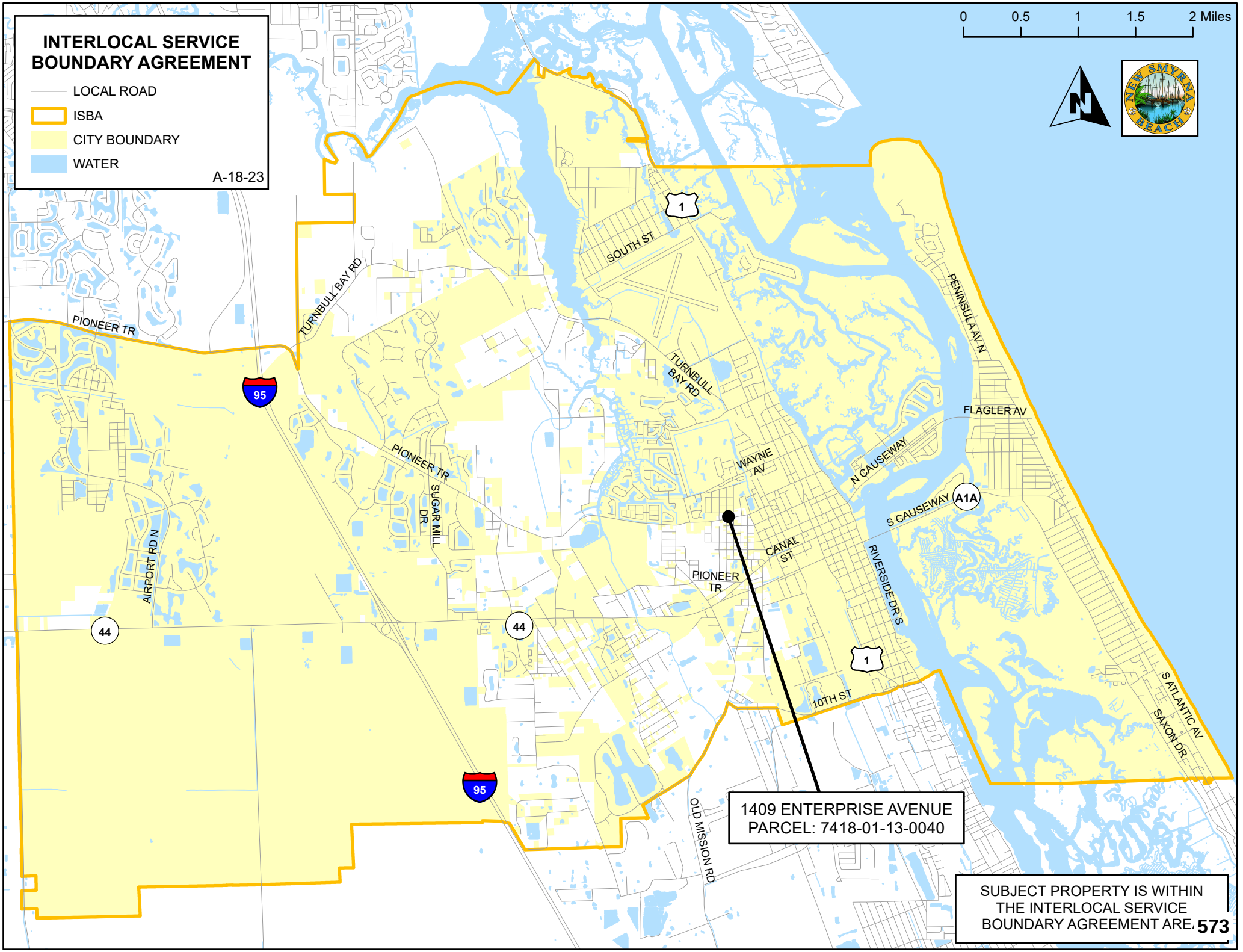
Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

PROPOSED ZONING

A-18-23




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-18-23
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
TURNBULL BAY RD
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
PIONEER TR
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
PIONEER TR
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
1409 ENTERPRISE AVENUE
PARCEL: 7418-01-13-0040
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
573

LEGAL DESCRIPTION

Address:
1409 Enterprise Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7418-01-13-0040

AltKey Number:
3804465

Metes and Bounds by Professional Title Agency:

Lot(s) 4 and 5, Block 13, Map of Hamilton's Addition to New Smyrna, FLA, according to the map or plat thereof, as recorded in Map Book 6, Page 162, of the Public Records of Volusia County, Florida.

I hereby certify that this is a true and
exact copy of the original.
By: Amy Sloan Thomas
Professional Title Agency a division of LandCastle Title Group, LLC

Prepared by and Return To:
Amy Sloan Thomas
Professional Title Agency, a division of LandCastle
Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: OR942305006

APN/Parcel ID(s): 741801130040

WARRANTY DEED

THIS WARRANTY DEED dated August 1, 2023, by **D'Nina Lyons, a single woman**, hereinafter called the grantor, to **Bethel Baptist Church of New Smyrna Beach, Inc., a Florida not for Profit Corporation**, whose post office address is 1407 Enterprise Ave, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

Lot (s) 4 and 5, Block 13, Map of Hamilton's Addition to New Smyrna, FLA, according to the map or plat thereof, as recorded in Map Book 6, Page 162, of the Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise 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 31, 2022.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Amy Sloan Thomas
Witness #1 Signature

Amy Sloan Thomas
Print Name

Kaley Koonce
Witness #2 Signature

Kaley Koonce
Print Name

D'Nina Lyons
D'Nina Lyons

Address: 2990 S Fiske Blvd
Rockledge, FL 32955

State of Nevada
County of Clark

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [X] online notarization, this 1st day of August, 2023, by **D'Nina Lyons, a single woman**, to me known to be the person(s) described in or who has/have produced Driver License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

This document was signed and notarized using two-way audio and video recording technology.

Kaley Koonce
NOTARY PUBLIC
My Commission Expires: 11/23/2024

[SEAL]

Kaley Koonce
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 20-5878-01
Expires November 23, 2024

Notarial act performed by audio-video communication.

ORDINANCE NO. 77-23

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 0.3± ACRES OF PROPERTY LOCATED ON THE NORTHEAST CORNER OF SPRUCE STREET AND ENTERPRISE AVENUE, ADDRESSED AS 1409 ENTERPRISE AVENUE, FROM VOLUSIA COUNTY *R-4 A, URBAN SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *R-2 A, SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Levarne Carter, Jr., 615 Washington Street, New Smyrna Beach, Florida 32168, applicant on behalf of Bethel Baptist Church, 1407 Enterprise Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 0.3± acres of property located on the northeast corner of Spruce Street and Enterprise Avenue, from Volusia County *R-4 A, Urban Single Family Residential Airport Overlay* to City *R-2 A, Single Family Residential Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on October 2, 2023, by a vote of 7-0, 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 0.3± acres of property located on the northeast corner of Spruce Street and Enterprise Avenue, in the City of New Smyrna Beach, Florida, said property more particularly described as follows:

7418-01-13-0040
1409 Enterprise Avenue

Lot(s) 4 and 5, Block 13, Map of Hamilton's Addition to New Smyrna, FLA, according to the map or plat thereof, as recorded in Map Book 6, Page 162, of the Public Records of Volusia County, Florida.

shall be and the same is hereby rezoned from Volusia County *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 November 14, 2023 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: ***Effective Date***. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 76-23, 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. 76-23, 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: 10/12/2023

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

ECONOMIC DEVELOPMENT TASK FORCE: CONSIDER THE APPOINTMENT OF ONE (1) CITIZEN TO SERVE AN UNEXPIRED THREE-YEAR TERM, ENDING ON SEPTEMBER 1, 2025.

November 14, 2023

Background:

The Economic Development Task Force is a newly established meeting body. Currently, there is one (1) vacancy.

During the regular City Commission meeting conducted on Tuesday, October 24, 2023, current EDTF member Thomas Bien was appointed to the Planning and Zoning Board, creating a vacancy for his unexpired term.

Per establishing Resolution No. 27-22, member qualifications state that wherever possible, the City Commission shall appoint members to the EDTF who have demonstrated expertise, training, education or experience in economic development efforts.

Findings:

Four (4) applications s were submitted to the City Clerk's Office from the following citizens who have expressed an interest to be considered for task force member appointment.

- Suzanne Jones, 2688 Sicily Drive
- David McKenna, 316 Lincoln Avenue
- Diana Puhl, 3551 Grande Tuscany Way
- William Yerkes, 2 Riverwalk Drive, Unit 503

The City Clerk recommends appointing a citizen to serve an unexpired term, ending on September 1, 2025.

Fiscal Analysis:

N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

EDTF Roster.pdf
Susanne Jones - EDTF Application.pdf
David McKenna - EDTF Application.pdf
Diana Puhl - EDTF Application.pdf
William Yerkes- EDTF Application.pdf

City of New Smyrna Beach, FL

Economic Development Task Force

Board Roster

Richard F Chambers

1st Term Nov 23, 2022 - Sep 01, 2025

Appointing Authority City Commission
Position Regular Member

John Joaquin

1st Term Aug 10, 2022 - Sep 01, 2025

Appointing Authority City Commission
Position Chair

Jesus Romero

1st Term Aug 10, 2022 - Sep 01, 2025

Appointing Authority City Commission
Position Vice Chair

Charles Tagman

1st Term Aug 10, 2022 - Sep 01, 2025

Appointing Authority City Commission
Position Regular Member

Vacancy

Appointing Authority City Commission

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
Ms	Susanne	M	Jones

susanne_jns@yahoo.com
Email Address

2688 Sicily Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 314-6047
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Economic Development Task Force: 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?

15 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

yes

College(s)

yes

Degrees held

Registered Nurse, Masters in Health Care Administration

Upload a Resume

Work Experience

Retired	Supervisor for United Health Care, Charge Nurse=US Navy, Director of Nursing Services,
Employer	Job Title

Please describe your work experience, if any.

I have several years of nursing positions in management and in patient care that are too numerous to mention. I am presently the Parish Nurse at Our Lady Star of The Sea. I hold an active RN license in Florida.

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:

I belong to the Faith Community Nurse group in NSB. I belong to 2 book clubs at Coronado Methodist Church. Volunteer for construction at Habitat for Humanity for 10 years.

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 want to be involved to be a patriotic citizen. I take volunteering seriously. I have been retired for 5 years and think I have the time and knowledge to be of value.

References

Name of Reference #1

Regis Sloan

Address of Reference #1

40 Fairgreen Circle , NSB 32168

Telephone Number of Reference #1

3864097496

Email address of reference #1

regis_sloan@yahoo.com

Nature of your relationship (business/personal).

friend

Name of Reference #2

Mary Beth Traynor

Address of Reference #2

4708 Van Kleek, NSB 32169

Telephone Number of Reference #2

4077315342

Email Address of Reference #2

mbkrolik@gmail.com

Nature of your relationship (business/personal).

friend

Name of Reference #3

Susan Bruce

Address of Reference #3

228 Live Oak Lane, NSB, Fl 32168

Telephone Number of Reference #3

40777667868

Email address of Reference #3

sllbroadway@gmail.com

Nature of your relationship (business/personal).

friend

Boards & Commissions Application

Profile

David
First Name

Mckenna
Last Name

david@davidmckenna4nsb.com
Email Address

316 Lincoln Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (407) 417-7337
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Economic Development Task Force: 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?

2019

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

JF Ross

College(s)

Heritage

Degrees held

B of Theology

Upload a Resume

Work Experience

Epilog Solutions
Employer

CEO
Job Title

Please describe your work experience, if any.

30 years of Sales Leadership

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:

Chairman - NSB Police Foundation Board President - Upward Trend Foundation Board NSB representative - Transportation Planning Organization of Volusia County

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)?

My heart is to serve the city of NSB. P and Z is an especially important entity as so much of city interests surround growth and sustainability. My extensive background in business will only assist me as i work together with the board and the city commission to develop and deploy strategic decisions and recommendations.

References

Name of Reference #1

Sherman Reid

Address of Reference #1

1425 N. Peninsula Avenue, NSB 32169

Telephone Number of Reference #1

813.446.5762

Email address of reference #1

sherman@flaglertavern.com

Nature of your relationship (business/personal).

personal

Name of Reference #2

Judy Reiker

Address of Reference #2

464 Bouchelle, #304, NSB 32169

Telephone Number of Reference #2

386.689.5531

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3

Amy Almester

Address of Reference #3

217 Normandy Ave, NSB 32169

Telephone Number of Reference #3

386.314.4732

Email address of Reference #3

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

Diana
First Name

Puhl
Last Name

dianapuhl@yahoo.com
Email Address

3551 Grande Tuscany Way
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (404) 558-2499
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Economic Development Task Force: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2 years, 10 months

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

Robert E Lee, Baytown, TX

College(s)

Lee College, Baytown, TX, Rollins College, Winter Park, FL, Cranfield School of Management, UK

Degrees held

Diana_Puhl_Resume_June_2022.pdf
Upload a Resume

Work Experience

Please See Attached Resume
Employer

See Attached Resume
Job Title

Please describe your work experience, if any.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Locally, I have been very involved in local politics, currently serve on an HOA board that has dealt with multiple developer issues, and have been very involved with the transition of multiple HOA from developer to residents.

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)?

While a resident of New Smyrna for just under 3 years, we have been homeowners in Port Orange since 1996 where we had a second home so we have seen a tremendous amount of change in the area. I think my experience living in multiple cities, large and small, the fact that I've built a regulated business from ground up, and worked with companies and cities on how to build and run their companies better gives me a broad base of experience to pull from when working on a team to make decisions on how to make our city more diverse and stronger. I have extensive board experience and have also had my real estate sales license and real estate brokers license in other states. NSB is my forever home and I want to be part of helping it grow in a manner that is conducive to residents and businesses alike.

References

Name of Reference #1

Senator Tom Wright

Address of Reference #1

4606 Clyde Morris Blvd Suite 2-J Port Orange, FL 32129

Telephone Number of Reference #1

507-208-6253

Email address of reference #1

tom@laman.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2

Randy McHenry

Address of Reference #2

701 N Atlantic Ave #801 New Smyrna Beach, FL 32169

Telephone Number of Reference #2

714-334-9917

Email Address of Reference #2

mchenry1037@gmail.com

Nature of your relationship (business/personal).

Both

Name of Reference #3

Becky Reichenberg

Address of Reference #3

510 S Cooper St New Smyrna Beach, FL 32169

Telephone Number of Reference #3

386-679-9392

Email address of Reference #3

beckyreichenberg73@gmail.com

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

William M
First Name

Yerkes
Last Name

10myerkes@gmail.com
Email Address

2 Riverwalk Dr Unit 503
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (407) 619-0325
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Economic Development Task Force: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

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

1969

College(s)

1973

Degrees held

BS US Naval Academy MS Naval Postgraduate School (systems engineering) MA Naval War College (strategic planning)

BIO_brief_9_22_23.pdf
Upload a Resume

Work Experience

US Navy (26 years) / University of Central Florida (14 years)
Employer

Captain USN (pilot) / Asst VPResearch
Job Title

Please describe your work experience, if any.

26 Years US Navy Pilot, Senior Acquisition Manager, Commanding Officer 14 Years University of Central Florida ; Strategic Planning; Program development

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)?

Could not get your site to upload my resume from my MAC. Abbreviated resume below: W. MARK YERKES 2 Riverwalk Dr #503 New Smyrna Beach, FL 32169 Cell (407) 619-0325 10myerkes@gmail.com OBJECTIVE: Healthy, available, open to opportunities to learn, grow and make positive use of my skills. I don't "need" to work. I enjoy working with/ leading a complex team to "make a difference". I enjoy new challenges. I enjoy aviation. I have enjoyed my varied career to date and want to continue growing. I can adapt my leadership and management skills to new environments. I don't need additional "volunteer" opportunities, but will consider appropriate opportunities. I have held the highest security clearances. I will consider any serious opportunities. I would travel/ relocate for the right opportunity. Available September 2023. More details available. Thank you. Mark Yerkes, Capt USN (ret) EDUCATION MA 1987 National Security & Strategic Studies; United States Naval War College Cert. 1983 Program Management; Defense Systems Management College MS 1980 Systems Technology; United States Naval Postgraduate School BS 1973 Analytical Management; United States Naval Academy 2015 – Present: Self - improvement, counseling, consulting, housing rehab; aquaponics development. 1998 – 2015: University of Central Florida (UCF); Assistant VP for Research & Associate Director. Developed and executed a Strategic Plan for Modeling and Simulation Industry for the State of Florida. Plan included developing industry partnerships, development of academic programs, land acquisition, design and construction of two 5 story partnership research buildings and labs ($20+M each), Executive board of the Interservice / Industry Training, Simulation and Education Annual Conference. 1973 – 1998: United States Navy; CAPTAIN, USN. Commanding Officer; Senior Acquisition program and contract manager (1100 employees/ $1.2B); Pilot (single/ multi engine commercial instrument); Commanding Officer, depot level aircraft overhaul/ maintenance facility; Director Aviation Safety; Personnel manager; Joint service/ conference development and lead. Extended international assignments include Japan and Sicily.

References

Name of Reference #1

Dean Vitale COL USAF (ret)

Address of Reference #1

2 Riverwalk Dr Unit 505 New Smyrna Beach Fl 32169

Telephone Number of Reference #1

3866892079

Email address of reference #1

gatortwo@hotmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2

Earl Tingle Col USA (ret)

Address of Reference #2

2016 Spyglass Lane New SMYRNA BEACH Fl 32169

Telephone Number of Reference #2

7063990533

Email Address of Reference #2

82jumpmaster@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #3

Diana Puhl

Address of Reference #3

3551 Grande Tuscany Way New SMYRNA BEACH, Fl 32168

Telephone Number of Reference #3

404-558-2499

Email address of Reference #3

dianapuhl@yahoo.com

Nature of your relationship (business/personal).

personal

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

CITY CLERK'S REPORT

November 14, 2023

Background:

The City Clerk's Office would like to share the following information:

Upcoming Events

- Saturday, November 11, 2023 @ 9:00 am: Flamingo Follies Event
- Saturday, November 11, 2023 @ 10:00 am: Veterans Day Event, Brannon Center
- Sunday, November 12, 2023 @ 9:00 am: Flamingo Follies Event
- Tuesday, November 14, 2023 @ 6:10 pm: CRA Meeting, Commission Chambers
- Tuesday, November 14, 2023 @ 6:30 pm: City Commission Regular Meeting, Commission Chambers
- Wednesday, November 15, 2023 @ 6:00 pm: SEV Chamber Annual Meeting, Brannon Center
- Friday, November 17, 2023 @ 5:00 pm: Police Department Promotional Ceremony, Commission Chambers
- Monday, November 20, 2023 @ 6:00 pm: Washington Street Roadway Improvement Project Informational Meeting, Commission Chambers
- Tuesday, November 21, 2023 @ 5:15 pm: City Commission Workshop, Commission Chambers
- Thursday, November 23rd & Friday, November 24th: Happy Thanksgiving! *(City offices closed)*
- Friday, November 24, 2023 @ 6:00 pm: Christmas on Canal/Spark the Spirit Event, Canal Street
- Tuesday, November 28, 2023 @ 6:10 pm: CRA Meeting, Commission Chambers
- Tuesday, November 28, 2023 @ 6:30 pm: City Commission Regular Meeting, Commission Chambers

Please contact the City Clerk directly if there are any questions about upcoming events. Events are listed in order from the date the agenda publishes.

Upcoming Elections

Please contact the City Clerk if you have any questions about Political Committees. Political Committees are required to file with the City Clerk's Office.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Veterans Day Sponsorship Flyer.pdf
10_23_VeteransDay_EventSchedule.pdf

CITY OF NEW SMYRNA BEACH

JOIN US FOR A *Veterans Day* CELEBRATION

FEATURING

The Resilient Band

SCAN ME

Riverside Park

Saturday, Nov. 11th 2023

10:00 a.m. – 2:00 p.m.

★★★

FOOD TRUCKS • VENDOR BOOTHS
CLASSIC CARS • CHILDREN'S ACTIVITIES

SPONSORSHIP OPPORTUNITIES
(SEE REVERSE SIDE)

VETERANS DAY
HONORING ALL WHO SERVED
11TH NOVEMBER

CITY OF NEW SMYRNA BEACH | (386) 410-2880

VETERANS DAY
HONORING ALL WHO SERVED
11TH NOVEMBER

SPONSORSHIP ★ PACKAGES ★

GENERAL (EXCLUSIVE) SPONSOR: $3,500

- Exclusive signage on stage with logo and company name
- 5 minutes to welcome guests, introduce yourself, and introduce The Resilient Band
- Premier seating for 6 including company name on chairs
- Logo in marketing, on thank you banner, and in program
- Social Media recognition
- 4 yard signs
- Premier booth space in grass (sponsor provides)

COLONEL - $2,500

- Prominent seating for 6 including company name on chairs
- Logo in marketing, on thank you banner, and in program
- Social Media recognition
- 3 yard signs
- Prominent booth space in grass (sponsor provides)

MAJOR - $1,000

- Seating for 4 including company name on chairs
- Logo in marketing, on thank you banner, and in program
- Social Media recognition
- 2 yard signs
- Booth space in grass (sponsor provides)

CAPTAIN - $500

- Logo on thank you banner
- Social Media recognition
- 1 yard sign
- Booth space in grass (sponsor provides)

LIEUTENANT - $250

- Name on thank you banner
- Social Media recognition
- 1 yard sign

SERGEANT - $100

- Name on thank you banner
- Social Media recognition

For more information on sponsorships
please visit CityofNSB.com or call (386) 410-2886 600

CITY OF NEW SMYRNA BEACH

Veterans Day CELEBRATION

Riverside Park
Saturday, Nov. 11, 2023

Join us at 10am sharp!

SCHEDULE OF EVENTS

Master of Ceremonies: Dr. Fred E. Cleveland, U.S. Navy Captain Ret., & Mayor of the City of New Smyrna Beach

9:30 - 10:00	American Spirit Brass Band
10:00 - 10:02	Call to Colors
10:03 - 10:04	Presentation of Colors - VFW Post 4250
10:04 - 10:06	National Anthem sung by New Smyrna Beach's own Christie Beu
10:06 - 10:10	Welcome and Opening by Mayor Fred. E. Cleveland
10:10 - 10:15	Alan Ayoubee, U.S. Army, Ret. (Specialist 5th Class – Vietnam) and former State Commander of the Veterans of Foreign Wars
10:15 - 10:20	Recognition of Sponsors, SE Volusia Kiwanis and their Field of Honor, all Active and Retired Military
10:20 - 10:25	American Spirit Brass Band (one song)
10:25 - 10:30	Rep. Chase Tramont, Florida House of Representatives
10:35 - 10:40	Senator Tom Wright, Florida Senate
10:40 - 10:45	The Resilient Band (one song)
10:45 - 11:00	Congressman Cory Mills, United States House of Representatives
11:00 - 11:15	Remarks, Mayor Fred E. Cleveland
11:15 - 11:20	Introduction of The Resilient Band – Mayor Fred E. Cleveland
11:30 - 12:15	First Set: The Resilient Band
12:30 - 1:45	Second Set: The Resilient Band (Band to Interact with Audience)
2:00	Closing remarks

New Smyrna Beach Utilities – Empowering Our Community – www.nsbutil.com
Waste Pro – Caring For Our Communities
Hampton Inn
mullinax Ford
Buddy Davenport Insurance Agency Inc. 386-426-2886 StateFarm www.callbuddynow.com
New Smyrna Beach Chevrolet
New Smyrna Chrysler Jeep Dodge Ram
SpringHill Suites by Marriott
Ocean Properties & Management, Inc.
Ocean Properties & Vacation Rentals, Inc.

VETERANS DAY
HONORING ALL WHO SERVED
11TH NOVEMBER

*Times and Speakers Subject to Change.